P 97

U. S. Fish and Wildlife Service

Small Purchases Handbook

JULY 1989

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FOREWORD

The acquisition/procurement process is a complex process, even for small purchases. Small dollar procurements are big business and account for a significant portion of the Service's total procurement program. Although "simplified" purchase procedures are used in making small purchases, various rules and regulations govern each type of procedure.

This Small Purchases Handbook (Handbook) has been primarily designed for Contracting Officers at field stations whose warrants are at Level I Exception ($5,000) or at Level I ($10,000). The intent of the Handbook is to provide standard, procedural guidance for everyday purchasing operations throughout the Service. As Contracting Officers, you are important to the success of the Service's mission and are responsible and accountable for the proper spending of Government funds.

The text is organized to reflect the full sequence of phases in ordering from Government sources of supply and from commercial sources. While this Handbook cannot possibly fulfill every procurement area of concern, attempts have been made to address the more usual situations. It is our hope that this Handbook will answer many of your questions relative to the procurement process and assist you in performing your acquisition functions. However, if additional direction is required, call your Regional Office, Division of Contracting and General Services. Remember, we are all working for the same goal - to fulfill the mission of the Service.

U.S. FISH AND WILDLIFE SERVICE
CONTRACTING OFFICERS' MANUAL (3 CM)
SMALL PURCHASES HANDBOOK

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PART A

SECTION 1

OBTAINING GOODS AND SERVICES THROUGH PROCUREMENT: OVERVIEW

The basic purpose of procurement is to provide support to specific programs and projects by obtaining or acquiring goods and services needed for their accomplishment. Acquisition of goods and services in the U. S. Fish and Wildlife Service (Service) may be accomplished by one of two methods or procedures. The first procedure is ordering from sources of supply established by the Government and the other is by purchasing goods and services on the open market from commercial sources.

Goods and services may be obtained through the use of simplified purchase procedures which include, but are not limited to, imprest funds, purchase orders, delivery orders and blanket purchase agreements. Each of these procedures will be defined and discussed in this handbook and are designed to (1) reduce administrative costs and, (2) improve opportunities for small business concerns and small disadvantaged business concerns to obtain a fair proportion of Government contracts.

DEFINITIONS

Throughout this handbook, the terms "acquisition," "purchasing personnel," "small purchase(s)," and "competition" will be used. These procurement terms are used in the Federal Government for obtaining goods and services and are defined as listed below.

"Acquisition" means acquiring supplies or services (including construction) by and for the use of the Federal Government through purchase or lease, whether the supplies or services are already in existence or must be created, developed, demonstrated, and evaluated.

"Purchasing or procurement personnel" refers to individuals whose responsibilities encompass the processing of small purchases from Government sources of supply and on the open market from commercial sources. Depending on the staffing in individual offices, these personnel may hold the job titles of purchasing agent, procurement clerk, procurement assistant, administrative officer, etc. A person who signs a contract is a contracting officer regardless of his/her official title.

"Small purchase(s)" means acquisition of supplies, nonpersonal services, and construction in the amount of $25,000 or less using simplified purchase procedures.

"Competition" in the small purchases sense is satisfied when at least three sources within the trade area of your office are solicited for open market transactions. In some cases it may be necessary to contact sources outside the local area. Competition is not necessary under $1,000 if the price is determined by the contracting officer to be fair and reasonable.

Upon receipt of a requisition (FWS Form 3-2109, Acquisition Request) for supplies or services, the first step for purchasing personnel is to determine whether all necessary approvals have been obtained, including written certification of available funds. Second, determine whether the supplies or services are available from a Government source and whether the source is mandatory. If it is, that source must be used when the item will adequately meet the Service's minimum needs and there is sufficient time to obtain it. See Part C - Sources of Supply Overview. Regulations may require the use of a Government source of supply even though it may be more costly than an open market acquisition at your location. However, a contract may include an escape clause which allows you to purchase from another source if the identical item is available at a price lower than on the schedule (see Part D - Federal Supply Schedule Contract). Procurement personnel should never split procurements in order to avoid competition and/or exceed their warrant limits.

ACQUISITION PLANNING

Acquisition planning is a process whereby the efforts of all personnel responsible for an acquisition are coordinated and integrated through a comprehensive plan for fulfilling the agency need in a timely manner and at a reasonable cost. The Service requires acquisition planning for all proposed goods and services expected to exceed $25,000. However, it is a good idea for each Service activity to project all its requirements prior to the beginning of each fiscal year. This will ensure that the program objectives are met without unnecessary delays and at the same time, provide sufficient notice to the procurement personnel to comply with procurement regulations. Lack of planning does not constitute an emergency.

GOVERNMENT SOURCES OF SUPPLY

Government sources of supply are generally the least costly and most efficient means of fulfilling the needs of the Service. For example, if your need can be met by using excess property from the Service or from another agency, you may only have to pay for

transportation and handling charges. Savings also occur when items can be stocked (kept in inventory) by the Service or General Services Administration (GSA) because the items are purchased in quantities large enough to warrant a price break. Ordering from Government sources often saves funds that can then be used to accomplish more of the Service's program objectives.

OPEN MARKET PURCHASING

Purchasing on the open market is permitted only after determining and justifying Government sources cannot provide what you require when you need it. A written justification, which clearly explains the rationale why a mandatory source could not be used, must be signed by the contracting officer and placed in the small purchase file. The open market method involves procedures and requirements that are quite different from those which apply to GSA or other Government sources of supply.

PURCHASES OVER $5,000/$10,000

This handbook has been primarily designed for those Contracting Officers at field offices whose warrant level is at Level I Exception ($5,000) or at Level I ($10,000). If a small purchase exceeds this delegated authority, that purchase will normally be handled by the Division of Contracting and General Services at the Region, or the Division of Contracting and General Services at the Washington Office.

CONCLUSION

Whichever approach to acquisition is used, the ultimate objective is to obtain products or services that will satisfy the Service's minimum needs in accordance with all applicable regulations, with the highest level of integrity, and at the best possible price. Keep in mind the need to conserve budget dollars.

NOTE: Always ensure that funds are available for commitment before you proceed with any procurement transaction. Otherwise, you may waste a lot of time filling out forms only to find that you do not have enough money. Also, under the Anti-Deficiency Act (31 U.S.C. 1341(a) and 1517(a)), when appropriated funds are not available or are insufficient for a particular purchase or transaction, the person who signed the order may be personally responsible to pay for delivered supplies if the vendor will not accept a return. All Service acquisitions, except for those made via the imprest fund, or utilizing the SF-44, shall be requisitioned on an FWS Form 3-2109, Acquisition Request (requisition). The blocks on the bottom part of the form must be completed by the appropriate personnel prior to being processed. Incomplete forms shall be returned to the initiator. The FWS Form 3-2109 contains a fund certification block which, when properly completed, should prevent an accidental violation of the funding regulations. Remember, a signed requisition, along with all documentation (i.e., justifications, requests for waivers from using a mandatory source of supply, etc.) pertinent to the acquisition/award, should be kept in the small purchase file.

PART A

SECTION 2

LAWS AND REGULATIONS

The U.S. Fish and Wildlife Service performs its missions and functions through the authority granted to the Director by the President and the Secretary of the Interior. The Assistant Director - Policy, Budget and Administration, serves as the Head of the Contracting Activity (HCA) and is responsible for delegating the authority necessary for the acquisition of supplies, equipment and services needed by the Service. The HCA is also responsible for ensuring the integrity of the Service acquisition operation through the issuance of special directives and the conduct of acquisition management reviews.

The Federal Property and Administrative Services Act of 1949, as amended, allows Federal Agencies to acquire services, equipment and supplies in support of their mission. The acquisition function is strictly governed under the auspices of the Federal Acquisition Regulation (FAR), the Federal Information Resources Management Regulations (FIRMR), the Federal Property Management Regulations (FPMR), the Office of Management and Budget (OMB) Circulars and Bulletins, the Department of the Interior Acquisition Regulation (DIAR), the Interior Departmental Manual (DM) and the Contracting Officers' Manual, which is a supplement to 23 AM 3.

The FAR and FPMR are contained in Titles 48 (Parts 1 through 53) and 41 (Part 101) respectively, of the Code of Federal Regulations (CFR) and can be purchased from the U.S. Government Printing Office. Copies are maintained in every Regional Division of Contracting and General Services (CGS).

In addition to purchasing goods and services in accordance with the laws mentioned above, contracting officers are now required to implement the Drug-Free Workplace Act (Act) of 1988 (Public Law 100-690). The Act was passed to ensure that Government contractors establish and maintain a drug-free workplace. The Act requires Government contractors above the small purchase threshold to certify that they will provide a drug-free workplace by certain enumerated acts. The Act provides specified remedies to the

Government for failure of the contractor to comply. Regardless of the contract amount, individuals awarded Government contracts must make a comparable certification. In the small purchase situation, where there is no binding solicitation, this certification is obtained via acceptance of the purchase order (see FAR 52.223-6(c)). Additional information on this Act will be discussed in Section E of this Handbook.

PART A

SECTION 3

DELEGATION OF PROCUREMENT AUTHORITY

The Head of the Contracting Activity (HCA) is the Assistant Director-Policy, Budget and Administration in Washington who is responsible for the acquisition of supplies, equipment, and services (including construction) throughout the Service. The HCA may redelegate acquisition authority by appointing Contracting Officers through the issuance of Certificates of Appointments to specific individuals, by name and location, under the Contracting Officer Warrant System. To request a contracting officer's appointment (warrant), Form 3-2098, Qualification Statement for Appointment of Contracting Officers, must be approved by the employee's supervisor and submitted to Contracting and General Services (CGS), Regional Office. The form can be obtained from the Fish & Wildlife Service Administrative Manual. Research stations should submit their applications through their Washington Office. Training must be accomplished prior to submission.

Warrants are usually issued for $5,000 and $10,000. Sixteen (16) hours of training is required to obtain a $5,000 warrant; forty (40) hours for $10,000. No maintenance training is required for $5,000 warrants. A minimum of 24 hours training within two years after receipt of a Level 1 ($10,000) warrant is required. To qualify for a Level 1 ($10,000) warrant, at least 30 percent of the individual's time must be spent on procurement duties.

EXCEPTIONS

The following types of procurements are exceptions to requirements under the Warrant System.

A. Fedstrip requisitions (no warrant required).

B. Warranted individuals may issue delivery orders against <u>mandatory</u> sources of supply up to the maximum order limitation stipulated in the contract regardless of the dollar limitation of their warrant. Delivery orders exceeding $25,000 must be reported to the Regional CGS by memorandum with a copy of the Purchase Order for recording in the Interior Procurement Data System. Do not include these procurements on your quarterly procurement report, SF-279. Orders placed under <u>nonmandatory</u> Federal Supply Schedules may not exceed Contracting Officer's warrant limit.

C. Imprest Funds (no warrant required).

D. Government Transportation Requests and Government bills of lading (no warrant required).

E. Persons authorized to place orders must be listed on the Blanket Purchase Agreements (BPA) (no warrant required). NOTE: The original BPA must be signed by a warranted person. See Part E.

F. SF 44's up to $1,000 (not to exceed $2,500 in an emergency).

G. Approval of invoices for payment (no warrant required).

The Government is not bound by commitments or agreements made by persons to whom authority to make such commitments or agreements has not been formally delegated. This is a serious matter, and every effort should be made to avoid unauthorized procurements.

RATIFICATION

"Ratification" means the act of approving an unauthorized commitment by an official who has the authority to do so.

"Unauthorized commitment" means an agreement that is not binding solely because the Government representative who made it lacked the authority to enter into that agreement on behalf of the Government.

Department of the Interior Acquisition Regulation (DIAR) 1401.671 requires that all ratification actions be signed by the Head of the Contracting Activity (HCA). Ratifications may be approved only when the procurement was otherwise in accordance with applicable regulations and policies and is in the best interest of the Government. Procedures for requesting ratification are as follows:

A. A memorandum, prepared by the individual's immediate supervisor, detailing the extenuating circumstances surrounding the procurement and the attempts made to have procurement accomplished by a contracting officer with adequate authority. This memorandum is to be addressed to the appropriate Regional, Associate or Assistant Directors, through the Chief of the servicing Division of Contracting and General Services.

B. A separate memorandum must be prepared and signed by the Regional, Associate or Assistant Directors which transmits the request to the Washington Office, Division of Contracting and General Services (CGS) and recommends the course of action to be taken.

C. All related documentation including the order document, acquisition request (requisition), Transaction Input Detail Sheet (TIDS), delivery document, certification of receipt and the original invoice must accompany the request.

D. The ratification package (including A, B, and C, above) will be submitted to the Washington Office, Division of Contracting and General Services (CGS) for processing and a review prior to its submittal to the HCA for a determination. If approved, the HCA will forward payment instructions to the FWS Finance Center.

E. The request for ratification action may be disapproved by the immediate supervisor or at a higher level. Should management determine that ratification of the unauthorized commitment is not in the best interest of the Government, disciplinary action may be taken against the responsible individual who might be made financially liable for the procurement.

SPECIAL AUTOMATED DATA PROCESSING EQUIPMENT AND TELECOMMUNICATIONS (ADPE/T) APPROVALS

All ADP and telecommunication procedures/practices vary from region to region. Field offices shall contact their region or center for information.

PART A

SECTION 4

ACCOUNTABILITY OF THOSE WHO HAVE PROCUREMENT AUTHORITY

Warranted Contracting Officers have an important responsibility for which they are held accountable. When exercising acquisition authority, your role will not be an easy one. To do a good job of procurement you should:

* Understand what is needed.

* Know how and why the goods or services will be used.

* Know the regulations that must be followed in each procurement transaction.

* Know your limitations of authority.

* Understand the overriding importance of competition.

* Know where and how to get goods or services from small business sources.

* Know how to judge value.

* Understand the cost of time, transportation, and communication.

* Be aware of price trends by commodity.

* Know what funds are available.

* Be able to forecast Service needs so that you can purchase in time to satisfy the Service's mission requirements.

* Know how to negotiate and be willing to negotiate.

* Be objective.

Although each transaction is relatively small in dollar value, in total these "small" transactions account for a significant amount of the Service's procurement program each year. The General Accounting Office (GAO), the Department of the Interior Inspector General and other audit and review groups responsible for assessing the efficiency and effectiveness of Government purchasing have increased their activities in recent years. The aim is to promote "accountability and traceability" in Federal acquisition.

Additionally, procedures have been developed under which all offices with acquisition authority are periodically evaluated to ensure compliance with existing laws and regulations (DIAR 1401.7102).

YOUR ACCOUNTABILITY

You are accountable for your actions. This accountability requires that you maintain adequate records to show that your transactions make good business sense and comply with the rules. In some cases, you may even be held personally liable for issuing a purchase order when funds are not available or you could be disciplined for failure to follow regulatory guidance amounting to violations of laws and regulations which govern the acquisition process.

PART B

CHECKLIST OF SOURCE MATERIALS

This part of the handbook contains a checklist of various acquisition reference items--regulations, catalogs, schedules and forms. Regional Office, Division of Contracting and General Services, will help obtain copies of regulations or provide any regulatory/procedural information needed. Following the checklist is a sample of the FSS (Federal Supply Schedule) Publications Mailing List Application form, Exhibit B1, which you will need to use in order to obtain many of the source materials shown on the checklist.

ACQUISITION REGULATIONS AND OTHER SOURCE MATERIALS

Reference Item

1. Federal Acquisition Regulation (FAR); 48 CFR 1
2. Federal Acquisition Circulars
3. Department of the Interior Acquisition Regulation (DIAR); 48 CFR 14
4. Federal Property Management Regulations (FPMR); 41 CFR 101
5. Interior Property Management Regulations (IPMR); 41 CFR 114
6. U.S. Fish and Wildlife Service Administrative Manual (23 AM 2)
7. U.S. Fish and Wildlife Service Delegations of Authority (4 AM 4)
8. FEDSTRIP Operating Guide
9. GSA Supply Catalog which includes the Federal Supply Schedule Program Information and Supply Schedules; National Stock Number Index and Price List.
10. GSA Supply Catalog Change Bulletins

11. GSA Marketips

12. Federal Prison Industries Catalog

13. Workshops for the Blind and Other Severely Handicapped Procurement List

14. Federal Information Resources Management Regulation (FIRMR)

Exhibit #81

FSS PUBLICATIONS MAILING LIST APPLICATION

(Read below instructions before completing)

INSTRUCTIONS

If you need more copies of this form, please reproduce at your own expense. Single copies may be obtained by written request to the address shown in Block 1.

Carefully read the following instructions before completing this application.

These instructions are for new applicants as well as those making additions, changes, and deletions.

BLOCK 1. MAIL TO THE ADDRESS SHOWN IN BLOCK 1.

BLOCK 2. CUSTOMER IDENTIFICATION NUMBER (Customer ID #)

A 12-digit number is automatically assigned by the FSS Systems File at the time a new application is processed. This 12-digit number remains a permanent part of the system and should be used on all correspondence, e.g. as when you are updating your requirements or making inquiries.

NOTE: Acknowledgements will be sent to new applicants. The Customer ID Number will be located in the upper left hand corner of all subsequent FSS publication mailing labels.

BLOCK 3. ADDRESSEE

Print your department/agency, bureau/office activity within your parent organization, indicate post office box or street address. Indicate city, state, and zip code. Do not use the names of individuals. Your complete address must not exceed four lines. If you are making a change to your present record, complete this block and enter your assigned 12-digit identification number in Block 2.

BLOCK 4. AGENCY TYPE

Indicate your type of agency and activity by placing an "X" in the appropriate box. (For example, a Department of Agriculture Purchasing Office in Washington, D.C., would be designated as a civilian agency, domestic activity; therefore block 4.A(1) would be marked.)

BLOCK 5. TYPE OF APPLICATION

Place an "X" in the appropriate box which describes the reason for submission of this form.

BLOCK 6. REQUESTING OFFICIAL

Enter the name, title, and complete telephone number of the person who can be contacted regarding your application. Sign and date the application.

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1. TO

General Services Administration
Centralized Mailing List Service (CMLS-C)
819 Taylor Street
P.O. Box 17077
Fort Worth, TX 76102-007

2. CUSTOMER I.D. NO. *(When updating your requirements, enter customer I.D. No., copy from mailing label.)*

Data Entry Use — Agency | Bureau

3. AGENCY/BUREAU ADDRESS

DEPARTMENT/AGENCY NAME (e.g. Department of Army, Labor, NASA etc.)

BUREAU/OFFICE ACTIVITY

ADDRESS

CITY | STATE | ZIP CODE

4. AGENCY TYPE *(Check one)*

A. CIVILIAN AGENCY — ☐ (1) DOMESTIC ☐ (2) OVERSEAS

B. MILITARY AGENCY — ☐ (1) DOMESTIC ☐ (2) OVERSEAS

C. CHECK IF COST-TYPE CONTRACTOR ☐ *(attach agency authorization)*

5. TYPE OF APPLICATION

A. C-1 — ☐ (1) NEW APPLICATION *(Fill in page 2)* ☐ (2) CHANGE NAME/ADDRESS ☐ (3) DELETE NAME/ADDRESS *(entirely from mailing list file)*

B. C-2 *(CHANGES TO PAGES 2 AND 3)* — ☐ (1) ADD MAILING LIST CODE(S) and/or No. of Copies ☐ (2) CHANGE NO OF COPIES ☐ (3) DELETE MAILING LIST CODE(S)

6. REQUESTED BY

A. NAME | B. TITLE

C. SIGNATURE | D. TELEPHONE NO *(Include area code)* | E. DATE

INSTRUCTIONS (Cont'd) – BLOCK 7. PUBLICATIONS MAILING LIST REQUIREMENTS

NATIONAL AND REGIONAL SCOPE FEDERAL SUPPLY SCHEDULES, CONTRACTORS' CATALOGS AND OTHER GSA PUBLICATIONS – to establish your requirements for National and Regional Federal Supply Schedules, corresponding Contractor Catalogs, and other GSA/FSS Publications, refer to attached "List of Federal Supply Service Publications" or the "GSA Supply Catalog", portions titled "How To Obtain FSS Publications" and "Federal Supply Schedule Program".

The Mailing List Codes for the GSA Supply Catalog, Marketips and Customer Assistance Guide have been pre-printed below. Indicate number of copies only for each pre-printed code to automatically receive copies of these publications and amendments.

FOR EXAMPLE: If you want one (1) copy of the GSA Supply Catalog, enter the quantity one (1) in column titled "Number of Copies". If you want one (1) copy of the Contractor Publication for "Plates" under Schedule 36 II, enter the mailing list code "OOCC 3699" under column titled "Publication Mailing Code(s)" and indicate one (1) copy under column titled "No. Of Copies". ***Do Not Enter FSC (Federal Supply Classification) Class or Group Numbers!***

NOTE: Indicate the exact number of copies needed. However, until further notice only one (1) copy of Federal Supply Schedules will be mailed per address.

When you enter the contractors' catalog mailing list code(s), you will automatically receive the publication or a request card when it is issued by the contractor for the next contract period. To receive catalogs for the current contract period, you must contact the contractor directly. If the contractor fails to send you his catalog, call the GSA contracting office at the phone number listed on page two (2) of the appropriate Federal Supply Schedule.

CODES: If you are filing a new application, indicate your publications mailing list codes as shown in the first example. If you are not filing a new application and wish to make changes to your current requirements, complete your entries as shown in the examples below. You must indicate the applicable publications mailing list code(s) for each change:

ADD – Enter "A" in "**ACTION**"column plus mailing list code(s) and number of copies.
CHANGE – Enter "C" in "**ACTION**"column to change number of copies.
DELETE – Enter "D" in "**ACTION**"column to indicate each publication mailing list code to be deleted.

EXAMPLES:

New Customer for Construction and Building Materials

ACTION	PUBLICATIONS MAILING LIST CODE(S)	NO. OF COPIES
	08SC – 5610	1

Current Customer changing number of copies of GSA Supply Catalog

ACTION	PUBLICATIONS MAILING LIST CODE(S)	NO. OF COPIES
A	0SSC – 7403	1

Current Customer adding a mailing list code for Visible Record Equipment Schedule

ACTION	PUBLICATIONS MAILING LIST CODE(S)	NO. OF COPIES
A	0SSC – 7403	1

Current customer deleting a mailing list code for Dental X-Ray Film, Contractor Publication

ACTION	PUBLICATIONS MAILING LIST CODE(S)	NO. OF COPIES
D	36CC – 6509	1

7. PUBLICATIONS MAILING LIST REQUIREMENTS

ACTION	PUBLICATIONS MAILING LIST CODE(S)	NO. OF COPIES	ACTION	PUBLICATIONS MAILING LIST CODE(S)	NO. OF COPIES	ACTION	PUBLICATIONS MAILING LIST CODE(S)	NO. OF COPIES
	Most Common Publications							
	GSA/FSS Supply Catalog Code: 0SSC – 0001							
	Marketips Code: 0SSC – 0002							
	Customer Assistance Guide Code: 0SSC – 0003							
	Other Requests ***(List code only)***							

ACTION	PUBLICATIONS MAILING LIST CODE(S)	NO. OF COPIES	ACTION	PUBLICATIONS MAILING LIST CODE(S)	NO. OF COPIES	ACTION	PUBLICATIONS MAILING LIST CODE(S)	NO. OF COPIES

(NOTE: THIS IS A FOUR-PAGE DOCUMENT. PAGE 3 HAS BEEN OMITTED, SINCE IT ONLY CONTAINS ADDITIONAL SPACES FOR LISTING PUBLICATIONS BEING ORDERED.)

PLEASE MAKE SURE YOU HAVE...

1. Signed this form.
2. Indicated at least one "Publications Mailing List Code."
3. Attached any additional pages.
4. Retained the List of Federal Supply Service Publications and a copy of the application for your files.

PART C

SECTION 1

SOURCES OF SUPPLY OVERVIEW

MAKING SOURCE OF SUPPLY DECISIONS

As an agent of a Government organization, you must consider sources of supply for goods and services in the order of priority set by Government regulations. Before you can proceed from one source to the next, you must fulfill certain requirements. When you proceed beyond Government sources of supply to an open market purchase, you must understand how the Government defines whether or not a product that is available from a Government source "serves your minimum needs." You must also know if use of a source is mandatory, if an exemption may apply, and when and how to obtain a waiver from the General Services Administration (GSA) or other Government source. The Sensitive and Restricted Items list shown at the end of this Section must also be considered.

Kinds of Sources

Part D of this handbook discusses in detail the various Government sources of supply and how to order from them. Part E then discusses requirements and methods for open market purchase, including policies and programs for purchasing from small or minority business concerns or from firms in areas of high unemployment (Labor Surplus Area).

Order of Priority

The purpose of this part of the handbook is to provide an overview of the order of priority you must follow in using the various sources of supply. Part C, Section 2 presents a Sources of Supply Decision Chart which is arranged in the specified order of priority. The Required Use column indicates whether use of the source is mandatory. The Exemptions column lists the conditions under which you may bypass the mandatory requirements.

The remainder of this section will provide you with guidance on how to determine if use of a Government source of supply is required in a particular situation or whether an "exemption" or "waiver" from such use applies.

DETERMINING WHETHER YOU MUST ORDER FROM A GOVERNMENT SOURCE

The use of a Government source of supply in the case of a specific purchase may or may not be mandatory, depending on (1) the nature of your need and whether an available item serves that need; and (2) if use of a certain source is mandatory in your particular situation, given time limits, performance requirements, and similar constraints.

Does the Item Serve Your Minimum Needs?

Often, if you must use a source of supply or if you are exempted depends on whether or not an item "serves your needs." Here, the way in which you define your needs is important. Your need must be basic and fundamental to accomplishing the intended task. For example, if what you need to purchase is a calculating machine that performs basic arithmetic operations and if such a machine is available from a GSA mandatory source, you must use that source. The person who requisitioned the calculator may want a more complex machine that is available only on the open market. You cannot buy that machine, however, because the extra features are not basic to the need to add, subtract, multiply, and divide. In "serving your need," the GSA item will suffice. The rule of FAR Part 10.002(a)(4) provides that agencies shall prepare specifications and purchase descriptions which reflect minimum agency needs. Anything more is excessive.

Is Use of the Source Mandatory?

Each source of supply for filling your requirements may be either mandatory or non-mandatory. A non-mandatory (optional) source of supply gives the option of using the schedule. A mandatory source of supply prohibits soliciting bids, proposals, quotations, or otherwise testing the market. In general, established Government sources are mandatory if your need will be served by an item in the GSA catalog or on a Federal Supply or Service Schedule. However, you must investigate each source in order to determine whether the mandatory requirement applies in your particular situation. Sometimes, even though the use of a source is generally mandatory, particular circumstances may dictate that it not be used.

* Exemptions

It is necessary to determine if a given source is intended for filling a particular requirement. In using a Federal Supply Schedule, for example, one or more of six exceptions may apply:

- Delivery is urgent.
- Dollar volume is below the schedule's minimum limitation.
- Dollar value is above the schedule's maximum limitation.
- Receiving point is outside the geographic area covered.
- Purchase from another source at a lower price is authorized (i.e., the multiple-award schedule contains an "escape clause", see below).
- The agency is not designated as a mandatory user in the schedule.

* Identical Item (Escape) Clause

In Part D, you will find an example in the Federal Supply Schedule of the identical item or escape clause which appears in some of the mandatory Federal Supply Schedules. This clause authorizes a purchase from another source if the identical product (make and model number) is available at a lower price than that on the schedule. The delivered price of the identical product must include all terms and conditions of the schedule price. You will need to determine if the Federal Supply Schedule for your requirement contains this clause before you solicit an alternate source, and you must provide a copy of your open market order to the General Services Administration at the address specified in the schedule.

Other situations in which the buyer may be exempted from use of a Government source are specified in Part D of the handbook.

* Waiver

Even though your requirement may fall within the scope of a mandatory source of supply, you or the program official may determine that the products available from the source will not meet the program or project needs. You cannot simply ignore the mandatory source. Instead, you must apply for a waiver.

For these reasons, you must show that the product available from the established source will not perform as required or that it will not be delivered soon enough. You cannot be granted a waiver simply because the product available from the established source carries a different brand name or differs in nonfunctional ways from the product requested by the program official. A waiver cannot be granted because the established source is more expensive. Price alone is not adequate justification unless the escape clause applies. Further information can be found in Part D, Section 5.

PART C

SECTION 2

SOURCES OF SUPPLY AND SERVICES DECISION CHART

(REFERENCE FAR PART 8 AND FTMR 101-26.107)

PRIORITY NO. FOR SUPPLIES	SOURCES	DESCRIPTION	REQUIRED USE	EXEMPTIONS
1	Excess Personal Property (see Part D, Sec. 1)	All types of personal property—from office furniture to vehicles—that is excess to the needs of Federal agencies.	Mandatory. Use in preference to all other sources—if available item is suitable.	1. When reasonably expensive to repair the property to the needed condition. 2. When transportation costs are excessive compared to the property's value.
2	UNICOR (Federal Prison Industries, Inc.) (see Part D, Sec. 2)	Various items, such as textiles, furniture, signs, and data processing.	Mandatory.	1. Public exigency requires immediate delivery or performance. 2. Suitable used or excess supplies are available. 3. Purchases are made from GSA of less-than-car-load lots of common-use items stocked by GSA. 4. Orders are for listed items totaling $25 or less that require delivery within 10 days.
3	Products made by Workshops for the Blind and Other Severely Handicapped Persons (see Part D, Sec. 3)	Various items such as brooms, brushes, calendar pads, etc.	Mandatory. However, if similar items that will meet your needs are obtainable from GSA or UNICOR, you must use those sources.	1. When the workshop(s) cannot furnish a commodity or service within the period specified, and the commodity or service is available from commercial sources in the required quantity at an earlier time than it is available from the workshop(s). 2. When the quantity involved is not sufficient for economical production by the workshop(s). When a purchase exemption is granted, purchase action must be taken within 15 days following the date of the purchase exemption and a copy of any solicitation must be furnished to the appropriate central nonprofit agency at the time it is issued.

PRIORITY NO. FOR SUPPLIES	SOURCES	DESCRIPTION	REQUIRED USE	EXEMPTIONS
4	GSA Stock Items and GSA Customer Supply Centers (see Part D, Sec. 4)	Common-use items in high demand by all Federal agencies.	Mandatory. However, if similar items are obtainable from both GSA Stock and Federal Supply Schedule Contracts, use the lowest-cost item that will adequately service your needs.	1. The same item is available from a Federal Supply Schedule at a lower cost. 2. Public exigency prevents the use of the catalog. In this case, the acquisition files must be documented to show the urgent need and the nature of the exigency. 3. The value of a line item is less than $100. (GSA will fill orders for less than $100 per line item, but such orders are at the option of the ordering office.) 4. The purchase is a small one at the site of work, is necessary to satisfy day-to-day requirements, and cannot be foreseen. 5. The GSA item will not serve the intended purpose. Before purchase of a similar item from other sources, a waiver must be obtained. A waiver is not required if an exception to the use of a GSA supply source exists. (see Part D, Sec. 5)
5	Federal Supply Schedule (FSS) Contracts (see Part D, Sec. 5)	A wide variety of commodities and services. Supply Schedules are lists of items for which GSA has awarded contracts to commercial sources. These sources deliver to Federal agencies based on orders placed within the terms of each contract. Over 6 million types of goods and services are listed. These are two kinds of Supply Schedule contracts; single (competitive) award and multiple-award. Single-award contracts result in one supplier being listed in the Schedule for a particular item. Multiple-award contracts are made with more than one supplier for comparable items, at either the same or different prices.	Mandatory when the Service is in the category of primary user, as shown in the FSS and when the item is above the minimum amount shown in the FSS. If similar items are obtainable from both GSA Stock and Federal Supply Schedule contracts, use the lowest-cost item that will serve your needs. Use single (competitive) award contracts in preference to contracts listed on the multiple-award schedules. Each purchase over $1,000 per line item must be made at the lowest available price from a multiple award schedule unless higher-priced items can be justified. (see FPMR 101-26.408.3(b)(6); FAR 8.405-1(a)).	1. When delivery period offered in FSS will not meet your needs. However, contractors are often able to do better on delivery, so check and document (FPMR 101-26.401-4(a)). 2. If requirement in quantity of dollar amount is above or below that which a contractor is not required to accept on order. If it is above, submit your requirements to GSA (FPMR 101-26.401-4(c)). Even if it is listed below the limitation, contact the contractor. He may provide the required items (FPMR 101-26.401-4(b)). 3. When the identical item is available at a lower price from any source.
6	Interagency Motor Pools	Various types of motor vehicles.	Mandatory.	If an individual is in travel status and time does not permit a vehicle request to be acted upon by the interagency motor pool, a commercial vehicle is authorized. (Must be indicated on travel authorization.)

PRIORITY NO. FOR SUPPLIES	SOURCES	DESCRIPTION	REQUIRED USE	EXEMPTIONS
7	Government Printing Office and Regional Printing Procurement Offices	All items printed and all printing equipment acquired, in accordance with the Government Printing and Binding Regulations.	Mandatory, if printing within terms of Joint Committee on Printing and Binding Regulations.	See Department of Interior manual Part 314, Chapter 1.5 (314 DM 1.5) or contact Regional CGS office.
8	Open Market Small Purchases (see Part E)	A simplified method of procurement used to obtain the entire range of supplies and services available from commercial and other non-Government sources. When following small purchase procedures, you must obtain competition, award purchase orders to the least expensive source, negotiate with vendors, and document the file.	The Federal Acquisition Regulations permit small purchase procedures up to $25,000. Authority up to only $5,000 has been delegated to most warranted individuals at field stations. Those who have $10,000 authority should follow separate instructions.	When this approach is used, the Federal Acquisition Regulations apply. Those regulations set minimum requirements pertaining to competition, pricing, and documentation for which there is no exemption.

149013.8000 Sensitive Items List

The "sensitive items list" represents those items of non-expendable personal property which are particularly susceptible to misappropriation or theft due to the equipment's general use characteristics. Acquisition documents for items on this list must be coded to indicate that the items are to be considered "capitalized property", i.e., object class 3112.

Sensitive Items List

Binoculars/Spotting Scopes
Calculating Machines
Cameras and Lenses
Firearms
Power tools
Projection sets (Motion/slide/overhead)
Proprietary Software
Radios, Transceivers
Recorder-Reproducers, Sound
Television equipment
Typewriters

149013.8001 Restricted Items List

The "restricted items list" is differentiated from the "sensitive items list" in that, even though some of these items may be considered to be capitalized property, because of special regulations, policies, or restrictions, they must be purchased through or approved by the Washington or regional CGS offices, regardless of their cost.

Restricted Items List

Advertising (paid)
ADP services or equipment (excluding ADP training, and other-than-proprietary software packages)
Aircraft, hire or purchase
Cards, calling or greeting (prohibited)
Carpeting/Draperies
Copy machines
Construction (exceeding $2,000)
Consulting services
Contracts with Government employees

149013.8000 **Restricted Items List (Continued)**

Credit cards
Duplicating machines
Firearms and accessories
Furniture, household/quarters/office
Interagency agreements
Legal services
Microwave ovens
Motion pictures, slide shows, and audio and video tape recording services

Motor vehicles
Personal service contracts
Printing and binding, commercial sources
Public Service Announcements
Radio communications equipment
Service contracts (exceeding $2,500)
Slide shows
Space
Tags for motor vehicles

PART D

SECTION 1

GOVERNMENT EXCESS PROPERTY

WHAT'S AVAILABLE

Excess property is any personal property under the control of a Federal agency which the agency head determines is not required for its own needs. The type of excess property available usually ranges from office furniture to large equipment. This type of excess property is available within the Service. Information concerning availability may be obtained from the Property Branch in the Regional Office. The condition codes and their descriptions should be reviewed when evaluating whether this type of excess property will satisfy your requirements.

CONDITION CODES AND DESCRIPTIONS

Code	Definition	Code	Definition
1	Unused-good	8	Repairs required - 16-40% of acquisition cost
2	Unused-fair		
3	Unused-poor	9	Repairs required - 41-65% of acquisition cost
4	Used-good		
5	Used-fair	X	Salvage
6	Used-poor	S	Scrap
7	Repairs required - 15% or less of acquisition cost		

All excess personal property available from all Federal agencies is governed by FPMR 101-26.101 and 101-43.301 et seq.

Each GSA Region has an Excess Property list available to it. The condition of the property varies. If an excess item that you need is available from GSA, then follow the procedure outlined in this section.

Before ordering excess property, determine its condition in order to evaluate the relative value of the property. Whenever possible, have the property inspected before it is transferred. Any

Government Representative nearest the excess property may inspect it for you. The GSA Regional Excess Property Catalogs will show a condition code for each item.

ORDERING INSTRUCTIONS

For the property to be acquired, telephone the GSA Regional Office in order to "freeze" the appropriate excess item(s). Telephone numbers are listed in the Regional Excess Property Catalog.

Complete Standard Form 122, Transfer Order--Excess Personal Property (shown as Exhibit D1).

The numbered steps presented below correspond with numbered blocks on the SF 122.

1. ORDER NO.: Blank.

2. DATE: Enter the date on which you are ordering the property.

3. TO: GENERAL SERVICES ADMINISTRATION: enter the complete address of the GSA Regional Office that published the catalog or bulletin from which you are ordering.

4. ORDERING AGENCY: Blank. The appropriate Regional Property Office will make this entry.

5. HOLDING AGENCY: (Name and address), enter the name and address of the organization that currently controls the property you are ordering, as shown in the excess property catalog.

6. SHIP TO: (Consignee and destination), enter the name of the consignee (the person to whom you want the items shipped) and the consignee's address and telephone number.

7. LOCATION OF PROPERTY: Enter the current location (complete address) of the property as shown in the excess property catalog. If the property is in more than one location, you must make a separate transfer order for each.

8. SHIPPING INSTRUCTIONS: Include shipping instructions as necessary.

9. ORDERING AGENCY APPROVAL: Blank. The Regional Office property section will make this entry.

10. APPROPRIATION SYMBOL AND TITLE: Enter numbers given to you by Property in the Regional Office.

11. ALLOTMENT: Blank.

12. GOVERNMENT B/L NO.: Blank.

13. PROPERTY ORDERED: Enter the information associated with the items you are ordering from the excess property catalog.

Distribution of Completed Form

Offices must send all copies of the completed Standard Form 122 to their Regional Property Office. The transfer order will then be processed by the Regional Office, and sent to the GSA Regional Office.

FOLLOW-UP AND PAYMENT

If you do not receive the excess property you ordered within a reasonable time, contact the Regional Office, and ask that follow-up action be taken. Remember payment of shipping costs will be the responsibility of the receiving agency and can be handled through normal delivery procedures, i.e., GBL, parcel post, UPS, etc. For specific payment procedures see Part F.

PART D

SECTION 2

UNICOR (FEDERAL PRISON INDUSTRIES) PRODUCTS

Federal Prison Industries, Inc. (FPI)--known by the trade name UNICOR--is a self-supporting wholly owned Government corporation.

WHAT'S AVAILABLE

There are currently four UNICOR Products Divisions listed in the GSA Supply Catalog under the Federal Supply Schedule Programs section: Data/Graphics, Metal, Textiles and Electronics. The products made by these divisions are listed in a UNICOR catalog called Schedule of Products made in Federal Penal and Correctional Institutions. This catalog is updated through Report Letters issued by the various product divisions. The Report Letters contain item description, price lists, and ordering information. A Control Sheet is issued with each Report Letter. This sheet indicates what revisions are contained in the Letter and provides an overall guide as to which pages of the overall catalog are in effect for certain products.

In order to be placed on the mailing list to receive the full Schedule of Products and all update materials, contact Federal Prison Industries, Inc., U.S. Department of Justice, Washington, D.C. 20534.

WHEN TO ORDER FROM UNICOR

You must order from UNICOR if your requirements can be met with products from that source and the items are available. If you have a choice of sources of supply including UNICOR, the order of precedence is: first excess personal property, then UNICOR. Services should be ordered from the Committee for Purchase from the Blind and Other Severely Handicapped, if available, before ordering from UNICOR. These sources are known as the "workshops" (See Section 3 of this part of the handbook and Part 8 of the FAR).

Many of the common use items made by UNICOR divisions are stocked by GSA. When your requirement is for less than a carload lot of an item that appears on a UNICOR Schedule, use the GSA source. If ordering more than a carload lot contact your Regional Office for assistance.

PART D

SECTION 3

PRODUCTS FROM COMMITTEE FOR THE BLIND AND OTHER SEVERELY HANDICAPPED

WHAT'S AVAILABLE

The Javits-Wagner-O'Day Act provides for the purchase of certain commodities and services from workshops for the blind and other severely handicapped by the Federal Government.

You can obtain information on Procurement Lists of commodities and services available from these workshops and assistance in ordering by contacting your Regional Office. A procurement list of commodities and services offered by the workshops appears annually in the Federal Register. Amendments to this listing are published in the Federal Register throughout the year.

WHEN TO ORDER FROM THE WORKSHOPS

The workshops are a mandatory source.

* When products are ordered the order of precedence is:

  1. UNICOR (Federal Prison Industries, Inc.)

  2. Workshops (for the Blind and Other Severely Handicapped)

* When ordering services, the Workshops are the highest priority source of supply.

Workshops are not used when they cannot supply the requirements within the necessary time and commercial sources can, or when the workshop cannot provide the product economically.

PART D

SECTION 4

THE GSA FEDERAL SUPPLY SERVICE STOCK PROGRAM (FEDSTRIP)

WHAT'S AVAILABLE: THE GSA SUPPLY CATALOG

The GSA Supply Catalog is the basic tool for providing information on Federal supplies, services, products, and programs available to the Service. The commodity catalog contains an alphabetical index, descriptions of stock items, a National Stock Number (NSN) Index and price list for the items it contains. The catalog provides detailed ordering information for users of the Supply Catalog, and it describes in detail the sales and service programs of the Federal Supply Service.

REQUIREMENT TO USE THE CATALOG

The Supply Catalog is a mandatory source of supply. If an item is not available from higher priority sources, it must be ordered from the catalog unless one of the following exceptions applies:

* The same item is available from a Federal Supply Schedule at a lower cost.

* Public exigency prevents the use of the catalog. In this case, the acquisition files must be documented to show the urgent need and the nature of the exigency.

* The value of a line item is less than $100. (GSA will fill orders for less than $100 per line item, but such orders are at the option of the ordering office.)

* The purchase is a small one at the site of work, is necessary to satisfy day-to-day requirements, and cannot be foreseen.

* The requirement is for marginally punched forms or blank paper and envelopes for delivery in the District of Columbia, and can be satisfied through the Government Printing Office.

* The GSA item will not serve the intended purpose. Before purchase of a similar item from other sources, however, a waiver must be obtained from the Commissioner, Federal Supply Service.

OBTAINING A WAIVER FROM GSA

FPMR 101-26.100-2 provides for waivers from the use of GSA sources. Such waivers must be based on a determination that the GSA item will not meet the "functional end-use purpose." Personal preference, subjective evaluations, and lower cost without other substantive considerations are not sufficient justifications for a waiver. Write to Commissioner, Federal Supply Service, General Services Administration, Washington, D.C. 20406.

If the requisitioner can provide some substantive reason why the GSA item will not suffice, a waiver request should be submitted by the purchasing agent. The request must include:

1. Complete description of the item

2. Comparison of price and pertinent technical differences between the GSA item and the one requested, including reference to any inadequacies of the GSA item and the advantages of the requested item

3. Quantity required, along with estimated annual usage or a statement that the need is one-time or unpredictable

4. Any other data to support the request

GSA will evaluate the request and inform the ordering office of whether or not it is approved.

ORDERING PROCEDURES: FEDSTRIP

Ordering from the GSA Supply Catalog requires patience and attention to detail because GSA uses a complex automated system, known as FEDSTRIP (Federal Standard Requisitioning and Issue Procedure), for processing both manually and machine prepared orders. The system operates through the use of codes to represent written information. An understanding of the various coding systems employed is the key to use of the system. The system is described fully in the FEDSTRIP Operating Guide available from GSA. For information on ordering the Fedstrip Operating Guide see the GSA Supply Catalog.

Once the activity has been assigned an activity address code, it can prepare FEDSTRIP requisitions by using the codes prescribed in the FEDSTRIP Guide. (Do not confuse the activity address code with your BOAC number used for GSA motor pool charges.) These codes

identify the type of acquisition, National Stock Number, unit of issue, quantity, required delivery date, and other necessary information.

The remainder of this section provides guidelines for purchasing agents who are responsible for preparing and following up on FEDSTRIP requisitions. Comprehensive information on using the system covering all codes, data entries, and item return instructions can be found in the FEDSTRIP Guide.

Steps in the FEDSTRIP Process

1. Locate the item you need in the applicable commodity catalog.

   - If you know the National Stock Number (NSN) for the item you need, you can go directly to the catalog's NSN Index. That index will give you the item's noun name, its price, and the page in the catalog on which you can find a detailed item description.

   - If you know the item name, turn to the Alphabetical Index contained in each catalog and locate the item by name. The listing will direct you to the page on which the detailed item description and NSN appear.

   A sample detailed item description is shown as Exhibit D2 (heavy-duty rechargeable, electric spotlight lantern), as shown in the GSA Supply Catalog.

2. Using the National Stock Number (NSN) for the item (the electric spotlight lantern is 6230-00-788-7399), determine the price of the item using the catalog's NSN Index (example at the end of Part D).

3. Obtain a FEDSTRIP Requisition, (Standard Form 344). See example of a Multiuse Standard Requisitioning/Issue System Document, Exhibit D3. Fill out in original and two copies.

   Block 1: The Document Identifier establishes the type of transaction being transmitted by the document. For requisitioning, AOA will be used.

   Block 2: Enter the code GSA.

   Block 3: Insert the letter A. This will provide your office with 100 percent Supply and Shipment Status. See example of a Supply/Shipment Status, Exhibit D4.

Block 4, 5, and 6: These blocks are used for listing the National Stock Number(s) of the item(s) you are requisitioning. Begin at the left, listing your number(s). EXAMPLE: 6230-06-788-7399 (Electric spotlight lantern) Enter this number in blocks 4 and 5 as follows. In block 4, FSC, insert the first four digits-i.e., 6230. In block 5, NIIN, enter the remaining nine digits-i.e., 00-788-7399. You need not enter anything in block 6.

Block 7: Enter the unit of issue as shown in the catalog.

Block 8: Enter the quantity of each item you are requisitioning. This is a five-digit block; therefore, enter as many zeros in front of the quantity as are needed to fill the block. For example, if you are requisitioning only one item, enter 00001.

Block 9 and 10: In this six-digit box, place the address code for the consignee (the address to which you want the item shipped). If you do not have an assigned code for the address contact CGS, Regional Office.

Block 11: Enter the Julian date on which you are submitting the requisition to GSA. The Julian date is a four-digit number. The first digit is the last numeral of the present calendar year. The following three digits represent the number of days elapsed in the present calendar.

EXAMPLE: January 11, 1989, is written as 9011 (the 11th day of the year 1989).
(NOTE: Most Government daily desk calendars show the Julian date on each page.)

Block 12: This block contains the serial number for each line item that you requisition on any one day. Number each line in sequence using four digits: 0001, 0002, 0003, etc. Later, when you receive a status from GSA, you will be able to identify the item by referring to blocks 11 and 12.

Block 13: Leave blank.

Block 14-15: This is a six digit code that identifies a particular agency and can be used for shipment to a different address than the requisitioner or as a "bill to address". This supplementary address will not be used in most cases by your station. In the event you feel a need for such usage, consult the Fedstrip Operating Guide or contact CGS, Regional Office.

Block 16: This is a one digit code. Normally you will use an "A" which indicates ship to and bill the requisitioner in card columns 30-35.

Other codes will permit shipping or billing to supplementary address or billing to a fund code, address, when assigned.

"B" signal indicates ship to requisitioner and bill to supplementary.

"J" signal indicates ship to supplementary and bill to requisitioner.

Block 17: This block must be filled in with a fund code to tell the supply source that funds are available. If you do not know the appropriate code to use, we suggest "AZ".

Block 18: Leave blank.

Block 19: The Project Code is optional.

Block 20: Enter the number 15.

Block 21: To be used only if you have an absolute required delivery date, like a need to meet a specific aircraft or ship departure date. If you are confronted with such circumstances, refer to the FEDSTRIP Operating Guide, Chapter 2.

Block 22: These columns may be left blank, or may be utilized to indicate special instructions to GSA. See further instructions for block 22 on sample SF 344 form, Exhibit D3.

Block 23: Enter a brief description of each item, the unit price, and the total line item price. After the last item, enter the total price for the entire requisition.

SIGNATURE: In this block, place the name of the person authorized to order the items (a signature is not required) your work phone number, and the date.

4. After you have filled out the form SF 344 distribute the three copies as follows:

   * Original copy-the ordering copy: Send to the appropriate GSA commodity center or GSA regional office.

* First Copy-the accounting copy: Send with a properly prepared Transaction Input Data Sheet to the Service Finance Center.

* Second Copy-the file copy: Keep this with your copy of the Transaction Input Data Sheet and use it to monitor the status of the requisition.

Cancelling a FEDSTRIP Requisition

In order to cancel a FEDSTRIP requisition, fill out a SF 344 in the same manner as if you were requisitioning the items, but:

1. In block 1 insert the code: AC 1.

2. In block 23, under the last item description, insert the words "Cancellation of above items on SF 344, Order No." (your order number is located in blocks 9-10, and 11 on the original SF 344).

3. Send the copies to the same offices to which you sent the original requisition.

Status of Your Requisition

When your requisition is received by GSA, a status document will be mailed to you to inform you of the status of your requisition. Every time the status of your requisition changes, you will receive a status document. If you happen to have several status documents for the same item, you can determine which is the latest status by referring to the transaction date located on the upper right hand corner. Most of the information contained on this form is the same as the information you entered on your requisition (activity address code, Julian date, serial number, stock number, etc.). The document will also include a status code with a brief explanation of the code as well as an expected delivery date. See Exhibit D4 for an example of this form.

Out-of-Stock Items

When you order, GSA may be out of stock. Normally, a back order will be established and shipment should follow within 30 days of the back order. You will be notified of the approximate date of the shipment and should determine if that shipping date will meet your needs. If not, you can either (1) request a substitute item or (2) request cancellation. If you know that a delayed delivery will be unacceptable, you should notify GSA by using the FEDSTRIP advice codes as shown on the example in the block by block instructions.

GSA may substitute goods other than what you ordered. They will notify you of their intent to substitute and will provide, at your request, an opportunity for you to inspect before shipment.

Discrepancies or Deficiencies

If the shipment or item was deficient or if it varied from what was ordered, document the problem and follow the procedures in the GSA handbook entitled Discrepancies or Deficiencies in GSA or DOD Shipments, Materials, or Billings.

The GSA handbook classifies deficiencies and discrepancies according to three types:

* A quality deficiency is any deficiency that prevents an item from fulfilling its intended mission. This may include deficiencies in material or in the technical requirements of material, drawing, and specification requirements. A quality deficiency may be attributable to a design, material, or procurement deficiency.

* A shipment deficiency is any variation in quantity or condition of goods received from that shown on the covering authorized shipping document (e.g., GSA or DD Form 1348.1 or purchase order) including a lost or damaged parcel post shipment or any other discrepancy, as enumerated in Chapter 3 of the GSA handbook, which is not the result of a transportation type of error.

* A transportation discrepancy is any variation in quantity, as it relates to package count in pieces of freight or to the condition of material received, from that shown on the bill of lading or governing transportation document; material delivered without transportation documentation; or other discrepancy or deficiency in transportation when discrepant material is not involved (e.g., improper or inadequate carrier handling, service, or equipment is involved, or significant or repetitive discrepancies by the same shipper are noted in connection with the preparation and/or distribution of bills of lading). Responsibility can be the fault of the carrier or the shipper.

Deficiencies or discrepancies of any type should be reported in accordance with the GSA handbook:

* Quality deficiencies should be reported to GSA or DOD, regardless of dollar amount, when the material is shipped by GSA or DOD, supplied by a contractor as directed by GSA or DOD, or ordered from an FSS contractor where source inspection is performed by GSA. However, financial adjustments will be made only when the value of the material or the cost to correct the deficiency exceeds $50 per line item. Use SF 368, Quality Deficiency Report, to notify GSA or DOD of quality problems, in accordance with Chapter 4 of the GSA handbook.

* For shipment discrepancies, use Form SF 364, Report of Item Discrepancy, and follow the procedures in Chapter 3 of the GSA handbook.

* For transportation discrepancies, use SF 361, Discrepancy in Shipment Report, and, when appropriate, SF 363, Discrepancy in Shipment Confirmation. Transportation discrepancies are covered in Chapter 2 of the GSA handbook.

Follow-up and Payment

1. Make sure the number of items received agrees with the number of items shown on the GSA delivery ticket.

2. Inspect the items immediately to determine if they are damaged.

3. Billing and payment will be accomplished through the Simplified Intragovernmental Billing and Collection System (SIBAC). Monitor your monthly financial reports.

GSA will bill the Service Finance Center when the items are shipped to you. The Service Finance Center reimburses GSA immediately and debits your financial account. If items are missing or damaged, your account will be credited accordingly when the receiving copy arrives at the Service Finance Center.

FEDERAL SUPPLY SERVICE BUREAUS

Customer Supply Centers, Personal Property, Travel Management Centers, and Fleet Management Centers have been established in all GSA Regions. These bureaus and customer supply centers addresses are provided below and on the following page:

Region W.-National Capital Region
Federal Supply Service Bureau (3-FBW)
7th and D Street, S.W.
Washington, D.C. 20407
(202) 472-5000/5001
FTS: 472-5000/5001

Region 1
Federal Supply Service Bureau (2FB-1)
John W. McCormack Post Office
and Courthouse
Boston, MA 02109
(617) 835-7300
FTS: 835-7300

Region 2
Federal Supply Service Bureau (2FB)
26 Federal Plaza
New York, NY 10278
(212) 264-3300
FTS: 264-3300

Region 3
Federal Supply Service Bureau (3FB)
9th & Market Sts.
Philadelphia, PA 19107
(215) 597-7000
FTS: 597-7000

Region 4
Federal Supply Service Bureau (4FB)
75 Spring St., SW
Atlanta, GA 30303
(404) 331-2949
FTS: 242-2949

Region 5
Federal Supply Service Bureau (5FB)
230 S. Dearborn St.
Chicago, IL 60604
(312) 353-5504
FTS: 353-5504

Region 6
Federal Supply Service Bureau (6FB)
4400 College Blvd.
Overland Park, KS 66211
(913) 236-2504
FTS: 757-2504

Region 7
Federal Supply Service Bureau (7FB)
819 Taylor St.
Fort Worth, TX 76102
(817) 334-4824
FTS: 334-4824

Region 8
Federal Supply Service Bur. (7FB-8)
Denver Federal Center, Bldg. 41
Denver, CO 80225
(303) 236-7547
FTS: 776-7547

Region 9
Federal Supply Service Bureau (9FB)
525 Market St., 33rd Floor
San Francisco, CA 94105
(415) 974-9258
FTS: 454-9258

Region 10
Federal Supply Ser.Bur. (9FB-10)
GSA Center
Auburn, WA 98001
(206) 931-7563
FTS: 396-7563

CUSTOMER SUPPLY CENTERS (CSC)

By contacting your Regional Customer Supply Center (list following) you may receive an application to establish your CSC account and a copy of their catalog. With an account established with your CSC, you may place your order by phone or in person, or by mail using a simplified order form. Availability of stock or substitutes will be known at the time the order is placed by phone-in and walk-in customers. There is no backordering. The order is processed, the merchandise selected, packed and on its way via small parcel carrier no later than the end of the next business day; or you may pick up your order that same day at the CSC.

City, Address and Telephone	Service Area
Loisdale Rd., Bldg., A Door 33 Franconia, VA 22150 (703) 557-1888, FTS:557-1888	D.C. Metropolitan Area (District of Columbia, the counties of Montgomery and Prince Georges in Maryland; and the city of Alexandria and the counties of Arlington, Fairfax, Loudoun, and Prince William in Virginia)
Industrial Products Center 6810 Loisdale Rd., Bldg. A Springfield, VA 22150 (703) 557-5341, FTS:557-5341	In addition to the Customer Supply Center, the National Capital Region provides this supplemental retail service.
Whse. #1, Section 2 Belle Meade, NJ 08502 (215) 596-6000, FTS:596-6000	New York, New Jersey, Maine, Vermont, New Hampshire, Massachusetts, Rhode Island, Connecticut, Maryland, Delaware, Pennsylvania (east of Harrisburg)
1960 Diamond Hill Rd. Whse #6 Chesapeake, VA 23324 (804) 441-6000, FTS:827-6000	Virginia, West Virginia, Pennsylvania (west of Harrisburg)
3312 Berkeley Lake Rd. Duluth, GA 30136 (404) 476-7075, FTS:242-3496	Kentucky, Tennessee, North Carolina, South Carolina, Georgia, Florida, Alabama, Mississippi, Puerto Rico, Virgin Islands
7440 S. Pulaski Rd. Chicago, IL 60627 (312) 886-9393, FTS:886-9393	Minnesota, Wisconsin, Michigan, Ohio, Indiana, Illinois, Missouri, Iowa
4900 Hemphill St. Ft. Worth, Tx 76115 (817) 334-5380, FTS:334-5380	Arkansas, Louisiana, Oklahoma, Texas
Denver Federal Center Bldg. 810 Denver CO. 80225 (303) 236-0018, FTS:776-0018	Montana, North Dakota, South Dakota, Wyoming, Utah, Colorado, Nebraska, Kansas, New Mexico

CUSTOMER SUPPLY CENTERS (CSC)

City, Address and Telephone	Service Area
Rough and Ready Island Bldg. 510 Stockton, CA 95203 (209) 946-6055, FTS:463-6055	California, Nevada, Arizona
GSA CSC Bldg. 1725 Hickam AFB Honolulu, HI 96853 (808) 423-9016, FTS:551-1246	Hawaiian Islands, Guam, Northern Mariana Islands
C St. SW. Whse. #1 Auburn, WA 98001 (206) 931-7466, FTS:396-7466	Washington, Oregon, Idaho
Elmendorf AFB Bldg. 21-883 Anchorage, AK 99506-5000 (907) 271-4075, FTS:(907)271-4075	Alaska

The CSC stocks office and administrative supplies, as well as common janitorial and tool items. The types of items provided by the CSC are based on your needs. Each Center prepares a catalog and periodically issues catalog supplements, which reflect item additions, deletions and price changes. You may request CSC to stock an item not in the catalog by completing and submitting a request form directly to the CSC.

Advantages of Customer Supply Centers

* Quick and easy ordering by telephone or mail
* Rapid shipment directly to customer
* Extensive inventory designed to meet customer needs
* Discount prices

WHAT'S AVAILABLE: OTHER NATIONAL SUPPLY SYSTEM/FEDSTRIP SOURCES

In order to avoid duplication in the task of procuring and supplying common-use items for the Federal agencies, the National Supply System has been formed. Along with GSA, the Defense Logistics Agency (DLA), the Veterans Administration (VA), and the Department of Agriculture make up the system. Whereas previously there was an overlap of responsibility, now DLA, VA, and Agriculture are the sole managers of certain stock items. (Because the Department of Agriculture's responsibility is limited to perishable subsistence items, the operation of that part of the system is not discussed in this handbook.)

Defense Logistics Agency (DLA) Items

As part of the development of the National Supply System, GSA has turned over the responsibility for stocking and providing certain classes of items to the Defense Logistics Agency. There are 167 classes of items for which DLA is primarily responsible.

Ordering is similar to ordering from the GSA Supply Catalog, but there are important differences. DLA provides a Federal Supply Catalog for Civilian Agencies. You can obtain it from:

Defense Logistics Service Center
Attn: DLSC-APPP
Battle Creek, Michigan 49016

The items that have been assigned to DLA are found in this catalog. In addition, the GSA Supply Catalog Guide contains a list of the Defense Logistics Service Centers and a list of the items transferred to each.

To order from a Defense Logistics Service Center complete SF 344 Multiuse Standard Requisitioning/Issue System Document in accordance with the instructions. In block 2, use the appropriate routing identifier, as shown in the Supply Catalog.

Veterans Administration Supply Activities

The major governmental entity, other than GSA and DLA, that has responsibility for part of the FEDSTRIP system is the Veterans Administration. The VA is responsible for stocking nonperishable subsistence supplies, such as salt, flour, and canned goods. Ordering procedures are similar to the standard FEDSTRIP orders described earlier in this section, but you should become familiar with VA correspondence procedures, shipping practices, and ordering requirements. These are explained in the VA Supply Catalog, which can be obtained from:

Veterans Administration
Policy and Interagency Service (91A)
810 Vermont Avenue, NW
Washington, DC 20420

More Information

If you need more information about the FEDSTRIP system, consult the FEDSTRIP Operating Guide. If you need information about the system, or if you want a current status report on one of your requisitions, call your GSA Regional Office.

PART D

SECTION 5

FEDERAL SUPPLY SCHEDULES

WHAT'S AVAILABLE

GSA enters into contracts with many commercial suppliers. Under these contracts, Federal departments and agencies may place delivery orders directly with the contractors. Each contractor agrees to provide products or supplies for a given period at a stated price. These Federal Supply Schedule (FSS) contracts may have minimum and maximum ordering amounts and set delivery schedules. Every schedule includes contractual terms that govern specifications, quality, delivery, inspection, and acceptance of products or services.

There are two major types of schedules. Single Award Schedules cover contracts made with one supplier at a stated price for delivery to one or more geographical areas. Multiple Award Schedules cover contracts made with more than one supplier for comparable supplies or services for delivery to the same geographical area. Another type of Schedule is the New Item Introductory Schedule (NIIS). This new item program allows new products to enter the Federal Supply System on a "trial" basis. If sufficient demand is shown, the item is transferred to one of the regular programs.

Use GSA Form 457 (the FSS Publications Mailing List Application) to obtain all FSS publications, individual Schedules, and contractor publications. An example of this form is at the end of Part B, Exhibit B1. Detailed instructions on every aspect of the FSS supply and service programs can be found in the GSA FSS Supply Catalog, mailing List Code OSSC-0001.

Federal Supply Schedules are a means of obtaining a wide variety of commodities and services. You will probably use them more than any other Government source when accomplishing procurement tasks. While there are far too many items to list, a few can be presented here as a representative sample: boats and motors, all terrain vehicles, chain saws, firefighting equipment, laboratory instruments, measuring tools, communication equipment, photographic equipment, chemical products, office furniture, hand calculators, special purpose clothing, and office machine repair service.

EXCEPTIONS TO MANDATORY USE OF THE FEDERAL SUPPLY SCHEDULES

When a Schedule includes DOI as a mandatory or primary user of that Schedule, a particular requirement may be exempt. If it is, use any source of supply. You may still order from a listed contractor if that contractor agrees. The terms and conditions set forth in the Schedule apply.

Here are the exceptions to (exemptions from) mandatory use of the Schedules which will permit open market small purchase procedures:

1. Urgent Requirements

   When the delivery time stated in the Schedule is longer than your actual urgent delivery requirements, request the contractor state the best delivery time which can be met. The contractor must reply to requests for earlier delivery within three workdays after receipt of the request (telephone replies must be confirmed in writing). If the contractor offers an earlier delivery time that is acceptable, the order placed must be delivered within the shorter delivery time and in accordance with all other terms and conditions of the Schedule contract. If the contractor fails to reply to the request for accelerated delivery, or if his best delivery time does not meet your bona fide requirements, use of the Schedule is not mandatory. A lack of planning does not constitute urgency. See Part E, Section 1, for the procurement definition of "urgency."

2. Small Requirements

   A dollar limit has been set on orders for most Schedules. If your requirement is below the minimum, you need not order and the contractor need not accept. You can still place such an order, subject to contractor acceptance.

3. Maximum Requirements

   Supply Schedules stipulate maximum order limitations (MOLs). If your requirement is greater than the MOL, contact the Regional Office.

4. Geographic Location

   If your area is not within the geographic boundary stated in the appropriate Schedule, you need not order from the Schedule. You may still place an order, but you will have to pay any excess delivery charges. Remember that the receiving point, (not the ordering office), determines whether you are within the geographic area.

5. Identical Item (Escape) Clause

   A contract might include an identical item or escape clause. This authorizes a purchase from another source if the identical item is available at a price lower than on the Schedules. If the contract does not include such a clause, you must purchase from the Schedules unless one of the other exceptions applies. Note: When this exception applies to your requirement, clearly document your file and send a copy of the purchase order to the contracting officer shown on that FSS schedule.

HOW TO LOCATE ITEMS OR SERVICES

Identifying the Schedule

To find out if an item or service is listed in a Federal Supply Schedule, refer to the Alphabetical Index in the GSA Supply Catalog. Items and services are listed by Federal Supply Class (FSC) or Industry Group (IG) Classification and by the part and section of the Schedule(s) in which they are found. Schedules that are limited to Regional areas are identified by Region in the catalog. Some Schedules contain an Index entitled "Cross-Reference to Related Schedules," which identifies other Schedules where similar items can be found.

Finding the Item in the Schedule

The "List of Supplies and Services" in each Schedule contains the items or services available from that Schedule. They are listed by Index Numbers in numeric order and identified by Special Item Numbers (SINs) or National Stock Numbers (NSNs) and by noun names and descriptions.

You can find specific items in a Schedule by three methods:

1. Using the Noun Name. The noun names of items in a Schedule are contained in the "list of Supplies and Services".

2. Using the SIN or NSN. The SINs in a schedule are contained in the "List of Supplies and Services".

3. Using Illustrations. Certain Schedules provide illustrations of items described in the "List of Supplies and Services", either as part of the Schedule or as a separate document.

Finding Incidental Items

Incidental items are accessories, repair parts, attachments, special features, and supplies for basic equipment items.

Very few incidental items are listed in the Alphabetical Index to the Schedules. You will need to identify and locate the basic equipment item with which the incidental item is to be used, then review the appropriate Schedule for that basic item.

In some cases, a contractor may discontinue supplying certain basic equipment items due to model changes or other reasons but is still able to supply incidental items for them.

You may also find incidental items in the New Item Introductory Schedule.

If you need assistance in locating sources for incidental items, call the Schedule Information Center (see GSA Catalog for information).

HOW TO USE THE SINGLE AWARD SUPPLY SCHEDULES

Single-award (competitively awarded) schedules cover contracts made with one supplier per line item at a stated price for delivery to a geographic area as defined in the schedule. Most schedules contain all information necessary for placing orders. Some schedules specify that contractor catalogs must be used for additional ordering information to aid in the selection of fabrics, colors, and similar variables. If additional information or contractor catalogs are required, call the contractor at the telephone number listed in the schedule.

HOW TO USE THE MULTIPLE-AWARD SCHEDULES

Some parts of the multiple-award Schedules are essentially the same as parts of the single-award Schedules. However, be aware that the procedures you must use for the multiple-award Schedules are considerably different from the single-award procedures described above.

A copy of a multiple-award Federal Supply Schedule is at the end of Part D, Exhibit D5.

* Rely on the contractor's own price lists or catalogs which are used in conjunction with the multiple-award Schedules, unlike the single-award Schedules, where the prices are incorporated into the Schedules themselves. Get the necessary information by calling the contractor.

* Multiple award schedules cover contracts with more than one supplier for comparable products. These schedules require using activities to place orders with the multiple award schedule contractor offering the lowest delivered price for the item which will satisfy their needs. Ordering offices shall fully justify in their contract file any orders over $1,000.00 per line item placed at other than the lowest price. In addition, use of the multiply-award schedule does not preclude the requirement for obtaining competition for purchases over $1,000. Competition shall be promoted to the maximum extent practicable to ensure that the purchase is advantageous to the Government, price and other factors considered, <u>for purchases over $1,000.</u>

  There is a color code identification program for some products. The FSS lists them as green (go), yellow (caution) and red (stop). These range from the lowest to the highest price for the items in the particular grouping. These color bands identify the review and approval level that you must satisfy when justifying an item in the yellow and red bands. A yellow band item must be approved by a level above the person placing the order. A red band item must be approved by a level above a yellow band approval.

* TIME OF DELIVERY Varies. Contact the contractor or refer to the delivery times shown in his literature.

* The item ordered requires inspection at the destination point. When the items arrive, unpack, inspect and note delivery date.

* If special packaging and packing are required for the items needed, make arrangements with the contractor. To determine if the packaging and packing is sufficient, refer to the Federal Standard cited in the Ordering Instructions portion of the schedule: Packaging and Packing.

* With some Schedules "foreign differentials" apply. Refer to the guidance on the provisions of Buy American Act in the specific schedule.

* An explanation of the listing of brand name and of how you connect the brand name with the contractor is found under the heading of Brand Names and Contractors in the Ordering Instructions portion of the schedule.

* If an item is marked NO OFFERS, no offers were made by contractors. Contact the GSA Contracting Officer to determine if an offer or award has been made by GSA since a particular Schedule was published. If not, the mandatory provisions of the Schedule do not apply.

* Note in the LIST OF SUPPLIES AND SERVICES that a "Special Item Number" is given in lieu of a Stock Number since these are brand name items.

Using a Salient Characteristics Matrix to Select an Item

Many Federal Supply Schedules have a Salient Characteristics Matrix. If they do not, develop one for comparison after receiving the suppliers' information or catalogs. List each of the required characteristics, along with the potential vendors and the make or model that each vendor offers. Where trade-offs are possible, the comparative advantages and disadvantages of each should be listed. For each vendor, check off each characteristic met, then insert price information for each model.

If the lowest-priced offer has all the required characteristics, order that product. If it does not, and the line item is $1,000 or more, provide a written justification for ordering a higher-cost product.

Justifying Higher-Cost Items

In a narrative placed in the purchase file, document the following in order to justify ordering higher-cost products. Show specific, important needs that are clearly associated with the achievement of program objectives. Personal preference is not adequate justification.

Document the following to justify buying other than the lowest-cost item:

1. Special feature(s) required, not provided in lower-cost product. This can be determined by using the Salient Characteristics Matrix.

2. The actual need for the special feature in terms of program objectives. (The requisitioner may be required to supply this information.)

3. The item must be compatible with other items. Document the incompatibility of comparable items.

4. Delivery times requiring a contractor other than the lowest-cost contractor. Show why earlier delivery is needed and, while the intended supplier has promised to deliver on time, the lowest-cost supplier cannot.

5. Trade-in considerations, life-cycle costs, warranty provisions, or maintenance considerations may make a higher-cost item more advantageous than a lower-cost one.

Purchasing High-Technology Products from Schedules

Scientists often need complex equipment and supplies in connection with their research missions. Many of the products required can be obtained from Federal Supply Schedules, but care must be taken in determining whether an item will be suitable to the particular purpose it must serve.

On most multiple-award Schedules there are several brands of each product offered. Each brand or model may have characteristics that affect its use in a particular research application. Be certain that all the salient characteristics necessary for proper use are present.

To analyze the potential suppliers' products, first work with the requisitioner to determine the minimum requirements and features necessary. These features should be expressed in a functional way. State what the product must do or how it must fit design requirements, such as size or electrical requirements for equipment or molecular composition for chemicals.

Be sure the requirements stated reflect the minimum necessary to do the job correctly. When the requisitioner is satisfied that the product description is sufficient, prepare a letter or an SF 18, Request for Quotations, requesting the most current information from

the suppliers listed in the appropriate Schedule. Contact at least three suppliers listed, telling them of your minimum requirements and asking for specifications, drawings, or other data necessary to show whether their product meets your requirements.

The requisitioner will ask you to order a particular brand of a product or supply. When this occurs, request that the requisitioner specify exactly what salient characteristics are necessary and which of them the particular brand has. Explain to the requisitioner the Government's policy against restrictions on competition and the Government's need to protect its interests by acquiring satisfactory goods at the best price and on the best terms.

Purchasing Based on Brand Name Alone

Under some circumstances, the buyer must go by brand name in ordering a product. There may be too little time, or too little information, to explore other types of products. The cost or importance of a product may be so small that preparing a full description is a waste of time.

To assure competition, however, a brand name purchase description must enumerate the salient characteristics of the product. This allows other suppliers to offer products that might meet the needs of the Government as well as the brand name that was specified.

Request that any other suppliers listed provide you with information on offered products that are similar or equal to the brand name product. If information is requested in this way, specifically note a statement is needed whether there are material deviations from the brand name product. (See DIAR 1410.004.70.)

Ordering Automatic Data Processing (ADP) from the Schedules

As shown on the Restricted and Sensitive Item List, the authority for ordering ADP equipment and services under GSA non-mandatory schedules should be discussed with Contracting Officers in the Regional Office.

Many ADP products are classified on Federal Supply Schedules in FSC Group 70. Acquisition of these products is covered by the FAR, the FIRMR, by Departmental and Service regulations. These rules must be observed in addition to the Federal Supply Schedule rules. In case of conflict, the specific ADP rules in FIRMR and elsewhere supersede the normal FSS procedures.

Ordering Copier Equipment from the Schedules

* Seek advice from Contracting and General Services in the Regional Office.

* Prepare a requisition and a DI-1866 (Request for Reprographic Equipment) and send to the Regional Office.

* The DI-1866 is sent by the Regional Office to Washington, D.C. for approval and ordering of equipment.

FOLLOW-UP: YOUR CONTRACT ADMINISTRATION RESPONSIBILITIES

When ordering from the contractors listed on Federal Supply Schedules, the procurement person is responsible for administration of the contract. This means you are responsible for inspection (or arranging for timely inspection), acceptance, and payment to the contractor. (FPMR 101-26.403-2).

Under most single-award Schedules, inspection has been carried out by GSA prior to issuance of Schedule. Most multiple-award Schedules require that the ordering agency inspect the products. Final acceptance is always the function of the receiving agency.

Resolving Discrepancies or Deficiencies

If there are discrepancies or deficiencies in shipments or materials, document the problem and follow the procedure in the GSA handbook, Discrepancies or Deficiencies in GSA or DOD Shipments, Materials, or Billings.

Resolve with the contractor any discrepancies or deficiencies in the order, in accordance with the provisions or terms of the contract.

Authority to Terminate a Contractor

Should attempts to resolve discrepancies or deficiencies fail, contact the Contracting Officer shown in the Federal Supply schedule.

PAYMENT

When the items ordered arrive, inspect them. If ordered items are not received or if there is a discrepancy, contact the vendor. Note and describe on the carrier's delivery receipt all apparent overages, shortages, and visible damages. Both you and the carrier's driver or representative must sign the notations. Upon receiving the original invoice, stamp and complete the certification, complete the back of the pink receiving report copy of the 3-2103 and forward all to the Service Finance Center.

NOTE: If at all possible, the contracting officer signing the front of the Purchase Order (obligating the funds) should not sign as receiving the goods/services. While this is not illegal, the potential for abuse of procurement ethical principles, or at least the appearance of abuse, exists 1) if the same individual both obligates the funds and receives the goods/services, or 2) if the individual certifying availability of funds on an acquisition request form is the same as the individual obligating the funds. In the latter situation, this individual is independently deciding how the funds will be expended with no control or check to verify that the need is legitimate or that the need is being satisfied in an appropriate manner.

The potential for abuse of procurement ethical principles, or at least the appearance of abuse, may be alleviated to a great extent by separating duties involving availability of fund certification, obligating funds, and receiving goods/services, in all possible situations.

Remember, transactions relating to the expenditure of public funds require the highest degree of public trust and an impeccable standard of conduct. Government business should always be conducted in a manner above reproach and, except as authorized by statute or regulation, with complete impartiality and with preferential treatment for none.

QUESTIONS

The Federal Supply Service operates an Information Center to answer your questions about the Federal Supply Schedule Program. See the GSA Supply Catalog for information.

EXHIBIT # D1

STANDARD FORM 122
JUNE 1974
GENERAL SERVICES ADMINISTRATION
FPMR (41 CFR) 101-32.306
FPMR (41 CFR) 101-43.315

TRANSFER ORDER
EXCESS PERSONAL PROPERTY

1. ORDER NO.

2. DATE

3. TO: GENERAL SERVICES ADMINISTRATION*

4. ORDERING AGENCY *(Full name and address)**

5. HOLDING AGENCY *(Name and address)**

6. SHIP TO *(Consignee and destination)**

7. LOCATION OF PROPERTY

8. SHIPPING INSTRUCTIONS

9. ORDERING AGENCY APPROVAL

A. SIGNATURE

B. DATE

10. APPROPRIATION SYMBOL AND TITLE

C. TITLE

11. ALLOTMENT

12. GOVERNMENT B/L NO.

13. PROPERTY ORDERED

GSA AND HOLDING AGENCY NOS. (a)	ITEM NO. (b)	DESCRIPTION *(Include noun name, FSC Group and Class, Condition Code and, if available, National Stock Number)* (c)	UNIT (d)	QUANTITY (e)	ACQUISITION COST UNIT (f)	ACQUISITION COST TOTAL (g)

14. GSA APPROVAL

A. SIGNATURE

B. TITLE

C. DATE

FOR GSA USE ONLY	AGENCY AND LOCATION: AGENCY	STATE			FSC	CONDITION	SOURCE CODE	

122-110

*Include ZIP Code

EXHIBIT # D2

6230

General-purpose. Electric. Hand-operated. Aluminum alloy, cadmium treated. Straight tubular shaped. One flat, round, smooth backed, colorless, transparent, lens without filter. Requires two 1½ volt dry cell batteries. Magnetic mounting. Fixed light beam. Red head assembly. Overall dimensions: length 7 9/16" min.—7 15/32" max., dia. 1½" min.—1.542" max. Type I, class A, style I, subtype F, W-L-421.
_____EA_____ 6230-00-781-3671

Lantern, Electric

(115)

Electric head lamps. Complete (except batteries) with metal case, spring belt clip, elastic head strap, and 5-v. bulb. Uses four size D batteries. Class 1, W-L-215.
_____EA_____ 6230-00-643-3562

(115)

Portable. Fluorescent. For use on a.c. or d.c. AC adapter and power cord. Battery not included.
_____EA_____ 6230-01-028-4297

Portable electric spotlight. Uses 6-v. battery; for battery, *see* 6135-00-643-1310. Commercial Item Description (CID) A-A-54.
_____EA_____ 6230-00-800-0823

Watertight (floating), corrosion-resistant single-beam lantern with warning flasher. Translucent plastic case and clear plastic lens. Four-way switch. Built-in handle. Stands on base. Metal battery container holds one 4F 6-v. dry cell battery (not included). Commercial Item Description (CID) A-A-55.
_____EA_____ 6230-00-935-8067

Heavy-duty rechargeable, electric spotlight for general industrial use. Complete unit including lamp, reflector assembly, rechargeable battery, charger, switch, battery case, handle, electric cord, and adjustable stand or reflector assembly. Designed for minimum 2½ hours continuous service without recharging. Uses 4v. rechargeable lead-acid or 5v. nickel-cadmium battery. Type I. Commercial Item Description (CID) A-A-1382.
_____EA_____ 6230-00-788-7399

Portable, safety. With flashing red dome light on top, and concentrated spotlight beam. Lantern case holds 4F 6-v. battery. For battery, *see* 6135-00-643-1310. Commercial Item Description (CID) A-A-52.
_____EA_____ 6230-00-577-3452

Plastic body with handle and shoulder strap or ring hanger. Uses six size D batteries. One concentrated beam. Commercial Item Description (CID) A-A-1381.

With flasher switch. Type A.
_____EA_____ 6230-00-507-6089

With dimmer switch. Type B.
_____EA_____ 6230-00-611-6828

Light, Desk

Fluorescent lamp with adjustable swinging arm. Length of swing arm assembly 34". Two 15-w., 18" tubes furnished. W-L-312

Clamp-on base. Type III.
Brn _____EA_____ 6230-00-299-7771

Heavy weighted base. Requires no fastening. Type I.
Brn _____EA_____ 6230-00-682-3423

Fluorescent desk lamp with pedestal base. Brown finish. Fixed shade. Uses two 15-w., 18 tubes (not included). W-L-310.
_____EA_____ 6230-00-643-2077

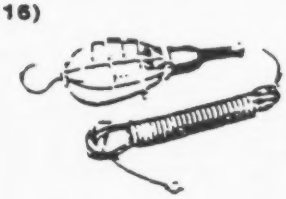
Gooseneck desk lamp for use with incandescent 60-w. bulb. Flexible column, weighted base, parabolic shaped reflector. An inexpensive lamp that directs the light where you want it. About 7-ft. cord and attachment plug. Overall height 26", gooseneck 9". Bulb not included. Type I, class 1, W-L-311.
_____EA_____ 6230-00-643-2078

Light, Extension

(116)

Trouble light with guard, extension cord, and reflector. Keeps glare out of eyes, directs light where needed. Extension cord permits use over wide range. Overhead attachment hook. Press-button switch. 18-gage wire. Three conductors. Three-wire grounding type. (Type SJ, SJO, SJT or SJTO). Type III, class 1, W-L-681.
25-ft._____EA_____ 6230-00-140-1165
50-ft._____EA_____ 6230-00-146-8898
100-ft._____EA_____ 6230-00-146-8899

(116)



CALENDAR YEAR

DOCUMENT IDENTIFICATION

1. DOC. IDEN.	2 ROUTING IDEN.	3. M & S	DOCUMENT NUMBER 9-10 REQUISITIONER	DOCUMENT NUMBER 11. DATE	13. P M	14-15. SUPPLEMENTARY ADDRESS	16. S C	17. FUND	18. DISTRI-BUTION	19. PROJECT	20. PRI-ORITY	21. REQ'D DELIVERY DATE
1-3	4-6	7	30-35	36-39	44	45-50	51	52-53	54-56	57-59	60-61	62-64
AOA	GSA	A	Station's Address Code	9011			A	AZ	Option-al		15	

SIGNATURE *(If required)*

John Jones, Refuge Manager
612-755-8111

REQUISITION DATA

STOCK NUMBER 4. FSC	STOCK NUMBER 5. NIIN	6. ADD'T'NL	7. UNIT OF ISSUE	8. QUANTITY	12. SERIAL	14-15V. SUPPLEMENTARY ADDRESS	16V. S Q	18V. DISTRI-BUTION	19V. PROJECT	22 ADVICE
8-11	12-20	21-22	23-24	25-29	40-43	45-50	51	54-56	57-59	65-66
6230	00 788 7399		EA	00001	0001					
7540	00 935 7150		HD	00010	0002					

NOTE: Entries in shaded blocks may be in either the FIXED (F) or VARIABLE (V) sections—NEVER in both.

23 REMARKS		
Lantern, Electric	27.00	27.00
SF-171	3.00	30.00

1. Document Identifier
   - A0A - Requisition for domestic shipment
   - AC1 - Cancellation
   - AF1 - Followup

2. GSA - Send to applicable GSA Region

3. Media and Status Codes
   - 3 - Exception Status to requisitioner by mail
   - C - 100 percent Supply Status to requisitioner by mail
   - L - Exception Supply Status plus 100 percent shipment status
   - T - 100 percent Supply Status plus 100 percent shipment status to requisition by mail
   - A - 100 percent Supply and Shipment Status to requisitioner by plain text mailer

20. Priority
   - 15 - Routine Stock Replenishment
   - 08 - Item required for immediate use
   - 06 - Item required is one without which activity is unable to perform assigned mission
   - 03 - Item needed immediately for prolonging life in case of disaster, critical injury, fatal disease or calamity

22. Advice
   - 2A - Item is not locally obtainable through manufacture, fabrication or procurement.
   - 2B - Requested item only will suffice. Do not substitute/interchange.
   - 2C - Do not back-order. Reject all unfilled quantity not available to meet the standard delivery date or the required delivery date. Suitable substitute acceptable. FILL or KILL.
   - 2D - Furnish exact quantity requested (i.e., do not adjust to unit pack quantity).
   - 2J - Do not substitute or back-order any unfilled quantities. FILL or KILL.
   - 2L - Quantity reflected in quantity field exceeds normal demands, however, it is a confirmed valid requirement.

EXHIBIT # 03

MULTIUSE STANDARD REQUISITIONING/ISSUE SYSTEM DOCUMENT

344-103

STANDARD FORM 344
FEB 1974 EDITION
GENERAL SERVICES ADMINISTRATION

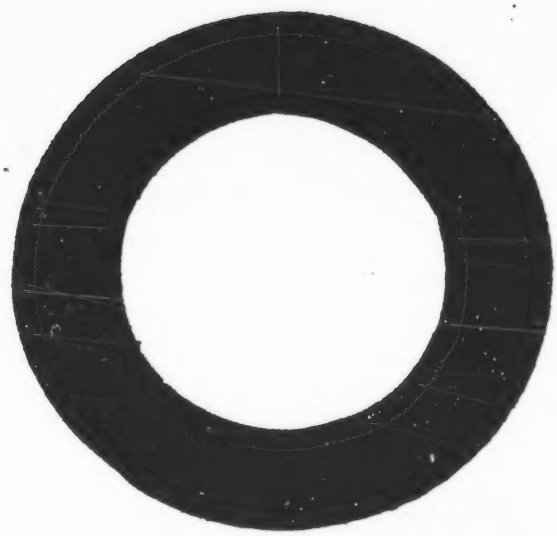


EXHIBIT # D4

36130001

SUPPLY/SHIPMENT STATUS

FOR 1482AF AS OF 19 DEC 87

ADDRESSEE ➡

1482AF
DEPT OF INTERIOR FISH WILDLIFE SVC
DENVER FEDERAL CENTER
PO BOX 25486
DENVER CO 80225

SUPPLY AND SHIPMENT STATUS INFORMATION

REQN 1482AF-7338-0005A,NSN 7530-00-663-0031 STATUS FROM SUPPLY SOURCE GSA
GEN SVC ADMIN ,U/I HD,QTY 5,UNITPR CODE" G"SHIPPED BY SURFACE
PARCEL POST ON- DAY 349 THE GBL/TCN NUMBER IS 482AF73380005AX

REQN 1482AF-7338-0003B,NSN 7530-00-663-0031 STATUS FROM SUPPLY SOURCE GSA
GEN SVC ADMIN ,U/I HD,QTY 2,UNITPR CODE" 5"SHIPPED BY UNITED
PARCEL SERVICE ON- DAY 349 THE GBL/TCN NUMBER IS GF0001U49825372

REQN 1482AF-7338-0002B,NSN 7540-00-130-8501 STATUS FROM SUPPLY SOURCE GSA
GEN SVC ADMIN ,U/I PG,QTY 6,UNITPR CODE" 5"SHIPPED BY UNITED
PARCEL SERVICE ON- DAY 348 THE GBL/TCN NUMBER IS GC0001U90491855

REQN 1482AF-7338-0003 ,NSN 7540-01-231-6228 STATUS FROM SUPPLY SOURCE GSA
GEN SVC ADMIN ,U/I HD,QTY 2,UNITPR CODE" 5"SHIPPED BY UNITED
PARCEL SERVICE ON- DAY 348 THE GBL/TCN NUMBER IS GC0001U90491855

REQN 1482AF-7338-0004 ,NSN 7920-00-721-8884 STATUS FROM SUPPLY SOURCE GSA
GEN SVC ADMIN ,U/I BX,QTY 1,UNITPR CODE" G"SHIPPED BY SURFACE
PARCEL POST ON- DAY 348 THE GBL/TCN NUMBER IS 482AF73380004XX

REQN 1482AF-7338-0001A,NSN 7540-01-109-8814 STATUS FROM SUPPLY SOURCE GSA
GEN SVC ADMIN ,U/I HD,QTY 40,UNITPR CODE" G"SHIPPED BY SURFACE
PARCEL POST ON- DAY 345 THE GBL/TCN NUMBER IS 482AF73380001AX

REQN 1482AF-7338-0001B,NSN 7540-01-109-8814 STATUS FROM SUPPLY SOURCE GSA
GEN SVC ADMIN ,U/I HD,QTY 5,UNITPR CODE" 5"SHIPPED BY UNITED
PARCEL SERVICE ON- DAY 345 THE GBL/TCN NUMBER IS GF0001U49825370

REQN 1482AF-7338-0005B,NSN 7530-00-663-0031 STATUS FROM SUPPLY SOURCE GSA
GEN SVC ADMIN ,U/I HD,QTY 2,UNITPR 4.44 CODE"BA"ITEM BEING PROCESSED
FOR RELEASE AND SHIPMENT. ESTIMATED SHIP DATE (IF APPLICABLE) IS DAY 7351.
ABOVE STATUS GENERATED 350 DAY.
REQN 1482AF-7338-0005 ,NSN 7530-00-663-0031 STATUS FROM SUPPLY SOURCE GSA
GEN SVC ADMIN ,U/I HD,QTY 7,UNITPR 4.44 CODE"BG"STOCK NUMBER CHANGED.
CHECK UNIT OF ISSUE AND QUANTITY FOR POSSIBLE CHANGES.
ABOVE STATUS GENERATED 349 DAY.
REQN 1482AF-7338-0002A,NSN 7540-00-130-8501 STATUS FROM SUPPLY SOURCE GSA
GEN SVC ADMIN ,U/I PG,QTY 24,UNITPR CODE" G"SHIPPED BY SURFACE
PARCEL POST ON- DAY 345 THE GBL/TCN NUMBER IS 482AF73380002AX

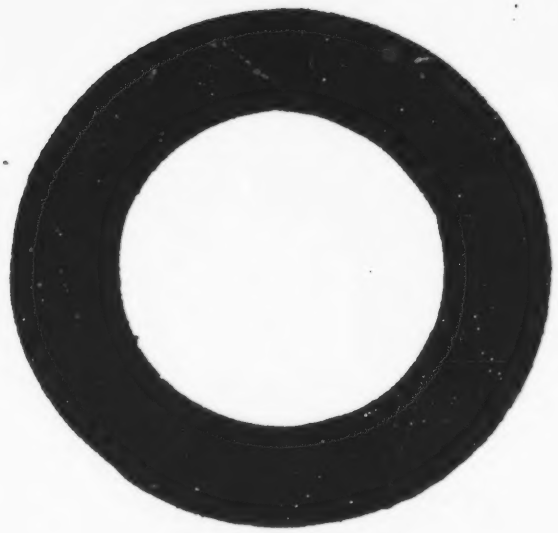


EXHIBIT # D5

MULTIPLE AWARD SCHEDULE

Federal Supply Schedule

BASIC EDITION/FEBRUARY 1988

FSC GROUP 37 PART II
SECTION A
FSC CLASS 3750

Lawn Mowers, Mowers, Shredders, Edgers, Trimmers, Roto-Tillers, Broadcasters, Spreaders, Sprayers, Vacuums, Sweepers, Tractors, Snow Blowers/Throwers, and Accessories.

PERIOD: March 1, 1988 thru February 28, 1991

ISSUED: February 15, 1988

THE SOLICITATION AND RESULTING CONTRACTS OF THIS FEDERAL SUPPLY SCHEDULE HAVE BEEN SYNOPSIZED IN THE COMMERCE BUSINESS DAILY AND SATISFY THE REQUIREMENTS OF THE COMPETITION IN CONTRACTING ACT (PL 98 369) AND FAR PART 5, PUBLICIZING CONTRACT ACTIONS.

07SC 3701

U.S. General Services Administration
Federal Supply Services

FSC 37 II A

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TERMS AND CONDITIONS

GENERAL INSTRUCTIONS

1. COMPETITIVE NATURE OF CONTRACTS INCLUDED IN THIS SCHEDULE. Multiple Award Schedules cover contracts made with more than one supplier for comparable items at either the same or different prices for delivery to the same geographic area. Consistent with the Competition in Contracting Act Public Law 98-369 they are competitive in that:

a. All responsible sources are allowed to participate in negotiations.

b. Contracts are awarded to firms which meet the minimum needs of one or more Federal agencies. Each ordering agency is responsible for determining its minimum needs and placing an order with the Multiple Award Schecule contractor which can satisfy the need at the lowest cost.

c. The method of pricing and ordering against a Multiple Award Schedule guarantees that resultant contracts and orders constitute the lowest overall cost alternative to meet the minimum needs of the Government. Prices are negotiated based on the offeror's most favored customer discounts, extended to commercial customers, under terms and conditions similar to those established by the Multiple Award Schedule. Once contracts are awarded applicable regulations require using activities to place orders with the Multiple award Schedule contractor offering the lowest delivered price for the item which will satisfy their needs.

d. Contract prices have been determined to be fair and reasonable based on the Government's competitive position with the contractor's other customers and the prices of similar products of other suppliers.

2. INFORMATION CONTAINED IN THIS SCHEDULE. This schedule lists brand names which have been awarded. Ordering offices should review this Schedule to determine: special item numbers; item name and description; brand name offered; contractor's address, telephone number, and contract number; effective date of award; and ordering instructions.

The following references provide practical instructions for using the Federal Supply Schedules:

a. GSA Supply Catalog.

b. Federal Property Management Regulations 101-26.4 (Purchase of Items from Federal Supply Schedule Contracts).

c. Federal Acquistion Regulation 8.4 (ordering from Federal Supply Schedules).

3. INCORPORATION OF FORMS. The following forms apply to this Schedule:

GSA Form 3502, Solicitation Provisions (Negotiated)

GSA Form 3507, GSA Supply Contract Clauses

4. GEOGRAPHIC COVERAGE. The 48 contiguous States and Washington DC.

5. MANDATORY USERS. All departments and independent establishments, including wholly-owned Government corporations in the Executive Branch of the Government (except the Department of Defense and the U.S. Postal Service).

6. EXCEPTIONS TO MANDATORY USE. Ordering offices should refer to FPMR 101-26.401-4 and FAR 8.404-1 for allowable exceptions to mandatory use.

7. NON-MANDATORY USERS. The following activities are authorized to use this schedule on a nonmandatory basis: (1) Federal agencies, other than those covered by the mandatory use provision and nonappropriated fund activities as prescribed in FPMR 101-26.000, (2) Government contractors authorized in writing by a Federal agency pursuant to 48 CFR 51.1, (3) mixed ownership Government Corporations (as defined in the Government Corporation Control Act), and (4) the Government of the District of Columbia.

Contractors are encouraged to honor orders from these activities. If the Contractor is unwilling to accept an order the Contractor shall return it by mailing or delivering it to the ordering office within Seven (7) workdays after receipt. Failure to return an order shall constitute acceptance whereupon all provisions of the contract shall apply to such order.

NOTE: Questions regarding activities authorized to use this schedule should be directed to the Contracting Officer.

8. OVERSEAS REQUIREMENTS. Overseas activities may place orders directly with schedule contractors for delivery to a CONUS Port or Consolidation Point.

ORDERING INSTRUCTIONS

1. MULTIPLE AWARD SCHEDULES. These Schedules cover contracts made with more than one supplier for comparable items at varying prices for delivery to the same geographic area.

a. Procurement at lowest price. When orders are placed at other than the lowest delivered price available for the type of article or service required, the ordering agency must justify such order as provided in FPMR 101-26.408-2 and FAR 8.405-1.

b. Procurement of foreign products. When two or more items listed in the Federal Supply Schedule will meet the requirements of an agency for a particular job and both foreign and domestic items are involved, the ordering agency must apply the Buy American Act or the Balance of Payments evaluation procedures in FAR 25.105 or FAR 25.303(b), as appropriate, unless exemption under Trade Agreements Act applies.

c. Items not covered by specification. Most items on Multiple Award Schedules are not covered by Federal or Government specification and the quality of the item has not been approved. Any agency ordering from the schedule must, therefore, determine whether the item will meet its requirements.

2. AUTHORIZATION TO PURCHASE IDENTICAL ITEM(S) WHEN AVAILABLE AT LOWER PRICE(S). When an ordering agency finds that an identical product (make and model number) or service is available form another source at a delivered price lower than the contract price, such agency is free to purchase such items at such lower price without violating the contract requirements. Those agencies that purchase identical items at lower prices are required to furnish a copy of the ordering document to the address of the contracting officer listed in the schedule.

3. PROCUREMENT OF SIMILAR ARTICLES OR SERVICES. (See FPMR 101.26.100-2 and FAR 8.404-3). When an agency required to use this Federal Supply Schedule as a mandatory source determines that an article or service contained in the schedule will not serve the functional end-use purpose required by the agency, a request for waiver of the requirement to use a GSA schedule must be submitted to GSA. Requests must be submitted to the Commissioner, Federal Supply Service, General Services Administration, Washington, DC 20406. Agencies need not submit a request for waiver when:

a. The required item is available from another GSA Supply program as set forth in Section 101-26.100-1; or

b. The agency has entered in to an Interagency Agreement (IA) with GSA establishing policy and procedures to enable that agency to make its own waiver determinations. At a minimum, the IA must require the agency to reimburse GSA for any cost arising out of a breach of contract by the agency authorized to grant waivers.

4. GSA ASSISTANCE.

a. For information of a general nature write or call:

GENERAL SERVICES ADMINISTRATION (FFM)
FSS INFORMATION CENTER
WASHINGTON, DC 20406
Telephone: (703) 557-8177
AUTOVON: 225-9684

b. For additional copies of Schedules, write or call:

GENERAL SERVICES ADMINISTRATION (7CAIL)
CENTRALIZED MAILING LIST SERVICES
819 TAYLOR STREET, P.O. BOX 17077
FORT WORTH , TEXAS 76102-0077
COM: 9817) 334-4040 FTS: 334-4040

c. Contracting officer mailing address:

GENERAL SERVICES ADMINISTRATION
GENERAL PRODUCTS COMMODITY CENTER
INDUSTRIAL PROCUREMENT DIVISION
CONTRACTING OFFICER (7FXIE-X5)
819 Taylor Street
Fort Worth, Texas 76102
Telephone: 817-334-8372

5. CATALOGS AND PRICELISTS. Ordering offices should review the pricelist to determine: ordering address; payment address; delivery point; delivery time; discounts; prices; business size; foreign items; maximum order limitations; models offered; and, if applicable, warranties, terms and conditions of rental, maintenance, and/or repair; export packing and point of production.

(a) If catalogs and/or pricelists have not been received and are required or if additional copies are required, ordering offices should communicate directly with the contractor for copies of such material. See LIST OF CONTRACTORS for telephone numbers.

b. JUSTIFICATION. When orders are placed at other than the lowest price available under a special item number and (a) the cost is more than $500 per line item, ordering activities must justify the purchase of the higher priced item, (refer to FPMR 101-26.408.2 and FAR 8.405.1, (b) the cost is $500 or less per line item, ordering activities should refer to their agency procurement regulations to determine if justification is required.

7. TESTING THE MARKET FOR ALTERNATE SOURCES. All executive agencies must procure needed articles and services from Federal Supply Schedule contracts in accordance with the provisions of the appropriate Federal Supply Schedule. Agencies must not solicit bids, proposals, quotations, or otherwise test the market solely for the purpose of seeking alternate sources to Federal Supply Schedules. (See FPMR 101-26.401 and FAR 8.404).

8. BRANDS NAMES AND CONTRACTORS. Under each item in the LIST OF SUPPLIES AND SERVICES listed in the first column is the brand names(s) offered and in the second column, the contractor.

9. PREFERENCE FOR SMALL BUSINESS CONCERNS AND LABOR SURPLUS AREA CONCERNS. Where two or more items at the same delivered price will meet the ordering agency's needs equally well, selection should be based on preference for the item of a labor surplus area concern or a small business concern. In making a selection on that basis, the same order of priority must be used as that established for processing equal low bids in FAR 14.407-6. In making such a selection, the information in the Federal Supply Schedule as to the business size status or points of production of Contractors may be used for preliminary, but not conclusive, determinations as to whether small business or labor surplus area policies might be furthered through preferential award of the order. The extent to which additional and current information is obtained by an ordering agency is left to the discretion of the agency which should take into account the size of the order and other factors which the agency considers pertinent.

10. BUY AMERICAN/BALANCE OF PAYMENTS PROGRAM. For special Item Numbers (SIN'S) marked with (BA); the Buy American Act or the Balance of Payments evaluation procedures, as appropriate, must be applies by the ordering activity before placing an order, if both foreign and domestic products are listed under the same SIN and both products will satisfy the requirement. The Buy American Act and the Balance of Payments program are waived for SIN's not marked (BA) in accordance with the Trade Agreements Act of 1979, (Public Law 96-39, 19 U.S.C. 2501 et seq.).

11. PAYMENT DISCOUNTS. Discount terms should be shown on all ordering documents.

12. SMALL REQUIREMENTS. No ordering activity is obligated to place orders amounting to $300 or less.

13. MINIMUM ORDER. See contractor's catalog/pricelist under "Small Requirements" for the lowest value order which will be accepted.

14. MAXIMUM ORDER LIMITATIONS. Purchase orders cannot exceed the amount(s) shown in the contractor's catalog/pricelist.

15. TIME OF DELIVERY. See contractor's catalog/pricelist.

16. POINT OF DELIVERY. At origin.

17. DELIVERY ADDRESS. If delivery address is vague, include instructions on the purchase order that will assist the carrier in reaching the delivery point.

18. RECEIVING DOCK HOURS. State on the purchase order the time (local daylight or standard) that material can be received at destination.

19. RECEIVING DOCK LIMITATIONS. If there are limitations on size (height, width, or length) or weight of vehicle that can be accommodated at delivery point, state them on the purchase order.

20. INSIDE DELIVERY. Requests for inside delivery must include the following quotation on the purchase order: "Delivery within consignee's premises." In addition, indicate the exact location to which delivery is to be made. Charges for inside delivery must be shown as a separate entry on the purchase order. (See contractor's pricelist to determine if inside delivery charges and the service is provided).

21. COLORS. Include the color of the item in your purchase order.

22. WARRANTY. (See contractor's catalog/pricelist).

23. ORDER ACKNOWLEDGMENT. Contractors must acknowledge only those orders which state "Order Acknowledgment Required." These orders must be acknowledged within 10 days after receipt. Such acknowledgment must be sent to the activity placing the order and contain information pertinent to the order, including the anticipated delivery date.

24. COPIES OF INVOICES. If more than one copy of the invoice is required, clarify on purchase orders the number of invoices needed.

25. BLANKET PURCHASE ARRANGEMENT. The contractor has agreed to enter into Blanket Purchase Arrangement with ordering activities provided that:

a. The period of time covered by such arrangements must not exceed the fiscal year unless the ordering activity has authority to obligate funds in excess of the period;

b. Orders placed under such arrangements must be issued in accordance with all applicable regulations and the terms and conditions of the contract. (Note: The maximum order limitation of the contract applies solely to individual orders placed against the blanket purchase arrangement and has no bearing on the cumulative or total value of these orders.); and

c. BPA's may be negotiated to achieve the highest discount price (lowest net price) based on the estimated total purchase which would be achieved by the cumulative total of orders placed under the contract. In The event the cumulative total of orders placed does not reach the quantity level at which the BPA was established, the contractor may invoice at the price at the applicable quantity level.

26. INSPECTION. This Schedule provides for inspection at destination. FPMR 101-26.403 and FAR 8.405 provides specific instructions to agencies regarding contract administration responsibilities, including inspection.

27. DISCREPANCIES OR DEFICIENCIES. When purchase action is performed by GSA, discrepancies or deficiencies in shipments, billings, or material must be processed in accordance with the GSA handbook, Discrepancies or Deficiencies in GSA or DOD Shipments, Material, or Billings (FPMR 101-26.8). Discrepancies or deficiencies involving shipments or material in orders placed directly by an activity other than GSA must be processed as follows:

a. Quality deficiencies. When items are covered by a warranty, quality deficiencies must be reported or resolved in accordance with FPMR 101-26.100-3. Where items are not covered by warranty provisions, quality deficiencies must be reported or resolved as outlined below.

(1) Source inspected material. Complaints concerning the quality of material inspected at origin, must be reported on SF 368 Quality Deficiency Report, and forwarded to the zonal GSA Contract Management Division which services the geographical area where the material is located.

(2) Destination inspected material. Complaints concerning material inspected at destination must be resolved between the agency and the contractor in accordance with FPMR 101.26.403 and FAR 8.408.

b. Discrepancies in shipments. Discrepancies concerning other than the quality of the material, (e.g., overages, shortages, damages), must be:

(1) Processed in accordance with FPMR 101-40.7 when there exists any variation in quantity or condition of material received from that shown on the covering bill of lading (transportation-type discrepancy).

(2) Resolved between the ordering agency and the contractor when there exists any variation in quantity or condition received from that shown on the covering invoice or shipment packing list which is not the result of a transportation-type discrepancy (FAR 8.408).

28. INSTRUCTIONS FOR PAYMENT OF INVOICES.

a. PAYMENTS.

(1) Timely payment by the Government is essential to avoid loss of prompt payment discounts and the imposition of a financing burden on the contractor. FAR Clause 52.232-1 provides that the Government has an obligation to pay contractors promptly. Accordingly, nothing must limit or restrict agencies placing orders under this Federal Supply Schedule from paying contractors promptly in accordance with their own internal regulations and applicable laws; e.g., when specifically authorized by agency regulation or procedures, payment may be made upon receipt of evidence of delivery to port of embarkation; upon receipt of evidence of shipment in accordance with Comptroller General Decision B-158487, dated April 4, 1966; on the basis of an invoice and a certificate of conformance; or, in accordance with a fast-pay procedure such as that provided in FAR 13.3. In the absence of applicable internal regulations covering payment by an ordering agency, payment shall be made in accordance with the contract terms.

(2) When prices cover delivery to destination, the Government assumes title upon delivery and acceptance at destination, and payment should be made upon the contractor's submission of proper invoices or vouchers. When the delivery order specifies delivery to a port within the U.S.A. and the contract provides only for the delivery to destination within the conterminous United States, payment should be made promptly upon receipt of evidence of delivery to port notwithstanding the fact that the ultimate destination of the supplies may be abroad, provided earlier payment is not otherwise authorized in accordance with (1) above.

(3) When supplies are purchased f.o.b. shipping point/origin, the Government assumes title upon acceptance by the common carrier, and payment should be made upon the contractor's submission of proper invoices and proof of shipment without regard as to whether supplies have reached their ultimate destination. If the contractor is prepaying for the freight to destination, payment for the material, excluding freight charges should not be delayed pending receipt of proof of the exact amount for the freight charges. Payment for the actual freight charges should be made upon receipt of acceptable proof of the amount; e.g., carrier's freight bill. Such payment may be made at the time; or it may be made subsequently, notwithstanding the fact that payment for the material (less freight charges) may have been made earlier.

b. PROMPT PAYMENT ACT.

(1) The Prompt Payment Act, Public Law 97-177 (96 Stat. 85, 31 USC 1801) applies to all purchase orders issued on or after October 31, 1982, against Schedule contracts.

(2) All purchase orders issued against this Schedule must contain the following information: name where practicable, title, phone number, and complete mailing address of designated agency payment office.

(3) The payment due date for any supplies or services ordered under this contract is 30 days unless otherwise specified in the purchase order.

(4) When delivery is on an f.o.b. destination basis, the stated inspection period following delivery for acceptance of property and services must be 7 calendar days, unless otherwise specified in the purchase order.

(5) If the supplies are rejected for failure to conform to the technical requirements of the contract, or for damage in transit or otherwise, the provisions in paragraph (4) of this clause will apply to the new delivery of replacement supplies.

c. FAST PAYMENT PROCEDURES. Fast payment procedures, as outlined in FAR 13.3, may be used when authorized by the customer agency regulations.

d. IMPREST FUNDS (PETTY CASH). Agencies may use Imprest Funds, in accordance with FAR 13.404, for payment of invoices.

29. DEFAULT. Orders Under Federal Supply Schedule Contracts-- In addition to Article 51 of GSA Form 3507, the following must apply to Federal Supply Schedule contracts and Property Rehabilitation contracts:

a. When the contracting officer has terminated the right of a contractor to proceed with all further deliveries, thereafter Government agencies and activities required to use the contract as a mandatory source of supply, may purchase in accordance with prescribed procedures the articles or services covered by the termination without furnishing the defaulting contractor orders therefore, and any excess cost over the original contract price must be charged to the defaulting contractor and his sureties (if any) provided, that the default resulting in the termination was not excusable under subparagraph (c) of Article 11 of the General Provisions. This subparagraph must also apply to each order accepted by the contractor from an activity not required to use the contracts as a mandatory source of supply but permitted under the contract to place orders subject to acceptance by the contractor.

b. Any ordering office may, in respect to any one or more purchase orders placed by it under the contract, exercise the same right of termination, acceptance of inferior articles or services, and assessment of excess costs as might the contracting officer, except that when failure to deliver articles or services is alleged by the contractor to be excusable, the determination of whether the failure is excusable must be made only by the contracting officer of the General Services Administration, to whom determination appeal may be taken as provided in the clause of this contract entitled "Disputes".

30. WAIVER OF DELIVERY SCHEDULE.

a. None of the following must be regarded as an extension, waiver, or abandonment of the delivery schedule or a waiver of the Government's right to terminate for default: (1) delay by the Government in terminating for default; (2) acceptance of delinquent deliveries; and (3) acceptance or approval of samples submitted either after default in delivery or in insufficient time for the contractor to meet the delivery schedule.

b. Any assistance rendered to the contractor on this contract or acceptance by the Government of delinquent goods or services hereunder, will be solely for the purpose of mitigating damages, and is not to be construed as in intention on the part of the Government to condone any delinquency or as a waiver of any rights the Government may have under subject contract.

31. DELIVERIES BEYOND THE CONTRACTUAL PERIOD - PLACING OF ORDERS. This schedule covers all requirements that may be ordered, as distinguished from delivered during the contract term. This is for the purpose of providing continuity of supply by permitting ordering activities to place orders as arise in the normal course of supply operations. Accordingly, any order mailed (or received, if forwarded by other means than the mail) to the contractor on or before the expiration date of the contract, and providing for delivery within the number of days specified in the contract, must constitute a valid order.

32. AWARD PENDING. For acquisition of items appearing herein as "AWARD PENDING", call the contracting officer shown elsewhere in this schedule.

33. NO AWARD. For acquisition of items appearing herein as "NO AWARD", call the contracting officer shown elsewhere in this schedule.

34. AGENCIES SUBMITTING REQUISITIONS TO GSA FOR PURCHASE. For items contained in this Schedule, the requisition, if citing National Stock Numbers, must also contain the Special Item Number as shown in the Schedule, manufacturer's name or manufacturer's code, brand name, and/or part number.

35. STATE AND LOCAL TAXES. Notwithstanding the provisions of Article 31 of GSA Form 3507, GSA Supply Contract Clauses, the contract price excludes all State and local taxes levied on or measured by the contract or sales price of the services or completed supplies furnished under contract. Taxes excluded from the contract price pursuant to the preceding sentence must be separately stated on the contractor's invoices and the Government agrees either to pay to the contractor amounts covering such taxes or to provide evidence necessary to sustain an exemption therefrom.

36. NOTICE OF PURCHASE AT REDUCED PRICE. If any article or service available from Multiple Award Federal Supply Schedule contracts has been ordered from the schedule contractor at a price lower than the schedule contract price, the agency must, within 10 calendar days, notify the GSA contracting officer of this purchase.

PART E

Section 1

SMALL PURCHASE REQUIREMENTS

COMPETITION

The foundation of good purchasing is competition; its importance in Government purchasing cannot be overstated. However, don't assume because competition is good, the more of it you get the better off you are. You need to be reasonable in determining what the extent of competition should be and how to obtain it. Firm rules about a dollar amount below which competition is not required and rules establishing a minimum number of quotes to obtain do exist. There are several requirements you must follow when you make a decision about competition. You must consider:

1. What you are buying. If many sources are readily available and obtaining quotes is relatively simple, you should obtain quotes from at least three suppliers. Solicitation of three sources is generally considered to promote competition to the maximum extent practicable. If possible, do not solicit quotes from the same three vendors for each procurement action; rotate the sources of quotes. However, the last successful vendor may be included.

2. Small business-small purchase set-asides. Purchases of $25,000 or less which are made using small purchase procedures are reserved exclusively for small business concerns. You must compete all open market procurements among small business concerns unless you determine that there is no reasonable expectation of obtaining competitive quotes from two or more small businesses. If it is necessary to award to a large business concern, document the procurement file with a justification of your decision.

3. What you know from having made recent purchases of the same or similar item. If you have just recently purchased an item after obtaining competitive quotes, you may decide to go back to the same vendor. However, you must justify doing so by documenting the file with a written explanation of the recent competition which produced that earlier price.

4. Urgency (unusual and compelling). Applies where (1) an unusual and compelling urgency (i.e., imminent loss of life or property, no water, etc.) precludes full and open competition, and (2) delay in contract award would result in injury, financial or other, to the Government.

Solicitation from as many potential sources as is practicable under the circumstances is required. Phone quotes are an acceptable means for expediting a need and does not consume much time. Written justifications and approvals are required, but may be made and approved after contract award when preparation and approval prior to award would unreasonably delay the acquisition. NOTE: A lack of planning does not constitute urgency.

Dollar Value

Dollar value is the most important factor in determining how much competition is appropriate. On small dollar purchases of $1,000 or less, competitive quotations are not required if the price is considered reasonable. It is a good practice to test the market occasionally by obtaining competitive quotes. For purchases in excess of $1,000 competitive quotes or a justification for other than full and open competition must be included in the purchasing file.

The chart on the next page, Levels and Methods of Competition for Open-Market Purchases, presents general procedures, based on Government regulations.

Conclusion

In conclusion, reasonable competition is the goal in small purchasing. Ordinarily, you can get a reasonable level of competition without soliciting quotations from sources outside the area in which your office is located. Do not hesitate to go outside the local area, particularly on the larger dollar value transactions, if it appears that competition among the local suppliers will not be sufficient. All small business concerns, and particularly minority business enterprises, shall be given an equal and fair opportunity to obtain a share of the government's business. When you engage in small purchasing at field offices, you are the government and, therefore, it is your responsibility to assure that the Service procurement program is conducted in a fair and competitive manner.

LEVELS AND METHODS OF COMPETITION FOR OPEN MARKET PURCHASES

The following general procedures outline the extent and method of competition required for open-market purchases according to the dollar value of the procurement.

Dollar Value*	Extent and Method of Procurement
$0-$1,000	Competitive quotations are not required if the price quoted is considered reasonable by contracting officer (FAR 13.106(a)).
$1,001-$10,000	Reasonable competition is required (generally three quotations). The determination of what constitutes "reasonable competition" rests with the contracting officer. Generally, solicitation of at least three sources may be considered to promote competition to the maximum practicable extent (FAR 13.106(b)). Solicitations, by the procurement office, may be made orally. Written solicitations shall be used when deemed necessary, for example, when complicated specifications are involved. A Commerce Business Daily announcement may be used if needed to identify alternate sources of supply.
$10,001-$25,000	Commerce Business Daily Synopsis is required (FAR Subpart 5.2) if there is no reasonable expectation of receiving offers from at least two responsive and responsible sources, or the requirement is for a sole source product or service.

* (This is not to be confused with any limitation on any individual warrant.)

NON-COMPETITIVE ACQUISITION

FAR 13.106 offers the following regulatory guidance regarding competition for open market purchases over $1,000:

> "Contracting Officers shall solicit quotations from a reasonable number of sources to promote competition to the maximum extent practicable and ensure that the purchase is advantageous to the government, price and other factors considered, including the administrative cost of the purchase. Solicitations may only be limited to one source if the Contracting Officer determines that only one source is reasonably available."
>
> "Generally, solicitation of at least three sources may be considered to promote competition to the maximum extent practicable. If practicable, two sources not included in the previous solicitation should be requested to furnish quotations."
>
> "If only one source is solicited, an additional notation shall be made in the file to explain the absence of competition, except for acquisition of utility services available only from one source or of educational services from nonprofit institutions."

If the requesting activity determines that a non-competitive acquisition is necessary, the requisitioner must submit with each requisition over $1,000 a written justification which documents the reasons why the purchase must be made non-competitively. An acceptable justification must contain sufficient facts and rationale (i.e., the supplies or services are unique and available from only one source, or there is only one supplier with unique capabilities, etc.) to support the determination of a non-competitive purchase. This justification must be included in the purchase file. It must reference the requisition to which it applies and be signed and dated by the requisitioner. Within the Service, it is up to the procurement person to approve or reject justifications for non-competitive purchases up to $25,000. If the justification is approved, the word APPROVED must be inserted above the Contracting Officer's signature with the full name of the Contracting Officer when the signature is affixed. A typical approval would be as follows:

APPROVED: _____ _____
Jane/John Doe — Date
Contracting Officer

NOTE: FAR Part 6, which implements the Competition in Contracting Act (CICA) of 1984, clearly states that non-competitive contracting is a violation of statute except as permitted under specific exceptional conditions.

Availability of the Justification

The justification for other than full and open competition and any related information must be kept in the file and be made available for inspection by the public, upon request. This is consistent with the provisions of the Freedom of Information Act (5 U.S.C. 552). (See FAR Subpart 24.2, Freedom of Information Act, as well as DIAR Subpart 1424.2.)

SOLICITATION

The term solicitation refers to the process of obtaining quotations from suppliers. Only procurement personnel may solicit quotations by telephone or writing. Purchases which are likely to exceed your Contracting Officer warrant limits must be forwarded to the regional procurement office. Oral solicitations are generally sufficient for small purchases; they save time and paperwork. There will be times, however, when you will want to use a written solicitation called a Request for Quotations (Standard Form 18). A written solicitation may be appropriate in cases like the following:

1. One or more of the suppliers from whom you want a quotation is located outside your area. Here, the cost of long distance telephone calls, time zone differences, and the need to be more formal make it desirable to use a written solicitation.

2. The purchase involves a specification that cannot be adequately communicated by telephone. If the description of the need is lengthy or complicated, a written solicitation should be the rule.

3. A large number of different items are included in a single procurement and it would be difficult to communicate orally what you want. In addition, the possibility of a misunderstanding would increase if all your communications were oral.

4. It is not efficient to obtain oral quotations. It is probably more efficient to obtain written quotations when: more than three vendors are solicited, the requirement is complicated, many items are involved, or one or more of the suppliers is outside the local area.

5. To clearly describe construction work or services to be performed to ensure that there is no misunderstanding.

Sometimes suppliers will furnish price quotations that are set for a specific period of time. If you have recent price information from a supplier, you may use it instead of obtaining a quotation each time you plan to purchase. In other words, you don't have to obtain a written or oral quote if you already know what a vendor's current price is for the supplies or services needed.

USE OF SF 18, REQUEST FOR QUOTATIONS (RFQ)

Standard Form 18, Request for Quotations (RFQ), is the form you use to obtain written quotations. Specifications or a statement of work, if applicable, should be attached to the RFQ to communicate to the potential suppliers exactly what is required. Copies of the RFQ form are shown in Section 3 of this Part, Exhibit E1.

Supplier's Acceptance

A quotation submitted in response to a Request for Quotations (RFQ) is considered to be information and not a proposal. Legally, this means that if you issue a purchase order pursuant to each supplier's quotation, you still do not have a binding contract. The purchase order is legally no more than an offer by the Government to the supplier to buy certain goods and services upon specified terms and conditions. The supplier must accept the purchase order before you can have a binding agreement. The supplier can accept the terms and conditions of the purchase order by signing and returning a copy of the purchase order or by any other form of written notification that he has received the purchase order and has accepted its terms and conditions.

> NOTE: If a vendor acknowledges a Government purchase order with an acknowledgement that contains other terms and conditions--such as "prices subject to change prior to delivery" or "prepayment required"--that is a counteroffer. Deal with it promptly. Cancel the order or return the counter offer as unacceptable. If you do not take prompt action, the Service may be held to have accepted those terms and conditions.

In most cases acceptance by the supplier is not in writing. Instead, the supplier indicates his acceptance by proceeding to furnish the supplies or services or by proceeding to carry out the order to the point where substantial performance has occurred. In these cases, the supplier indicates his consent to the terms and conditions of the purchase order by going ahead with performance.

Requirement of a Written Acceptance Notice

There will be times when you will want to know immediately whether the vendor has accepted your purchase order. In this situation, you should incorporate a requirement for a written acceptance notice into the SF-18 Request for Quotations and any resulting purchase order.

The following cases are illustrative of when a written acceptance might be considered:

1. When time of delivery or performance is critical.

2. Where you have experienced problems with the vendor in the past.

3. When the contract is for services ($2,500 or less) or construction (under $2,000).

4. When you wish to incorporate additional terms and conditions in the purchase order.

Special Provisions to be Attached to the RFQ

The Request for Quotations must include as an attachment any special provisions or clauses that apply to the procurement. For example, you might want to consider including one or more of the following provisions:

* Time of delivery is a factor in determining purchase. Any quotations offering a delivery time that exceeds ____ calendar days after receipt of order will be considered nonresponsive on the basis that the time for delivery offered is unreasonable.

* Offeror shall complete the following: Any deviations from the specifications for the equipment offered under this Request For Quotations shall be inserted in the space provided below: (IF NONE, SO STATE)

EVALUATION OF QUOTATIONS

The method of procurement you are using is negotiation. This requires you to evaluate the quotations received, and negotiate with suppliers to obtain the best possible price. The following pages are a checklist of items that may need evaluation.

CHECKLIST FOR EVALUATING NEGOTIATED ACQUISITION OF SMALL PURCHASES

Item	Factors That May Need Consideration
1. Specification/ Statement of Work	Determine whether any vendors have taken exception to the description of the supplies or services. Determine whether to eliminate the quotation for being nonresponsive or discuss it with the supplier.
2. Delivery or Performance	Have the vendors been responsive to the delivery and Schedule requirement? If not, should their quotation be eliminated, or is it in the interest of the Government to discuss delivery with the vendor?
3. Transportation	Make sure all vendors have quoted on the same F.O.B. charges. If not this is negotiable.
4. Discount	Assess any offered discounts, to determine what impact they will have on the purchasing decision about who gets the order. Discounts fall within two categories: trade (favored customer) and term (fast payment).
5. Price	Before awarding a purchase order, determine if the price is reasonable. Never assume a price is reasonable; have a basis for your conclusion.
a. Adequate Competition	As a matter of policy obtain quotes from at least three sources. However, if you receive quotes from at least two sources that meet your requirements, you have adequate price competition. If only one quote is received from a small business at a reasonable price, the contracting officer shall make an award to that firm. A statement giving the basis of the determination of fair and reasonable price shall be included in the contract file. A statement that "price is fair and reasonable" is not acceptable without the rationale to support it. If the price is unreasonable, the small business-small purchase set-aside may be cancelled and the

	purchase completed on an unrestricted basis. The file shall be documented with the reason for the unrestricted purchase.
b. Price History	If within three months competitive quotes have been obtained for the same supplies/services, this can be used for comparison to current quotes.
c. Catalog or Market Price	If the prices quoted are based on an established catalog or market price, you have a basis for concluding that the price is reasonable.
d. Independent Government Estimate	If the requisitioner arrived at the estimate independently, based on a good understanding of what the item or service should cost, you can compare the quotes with the estimates and draw conclusions about reasonableness.
e. Buy American	If a quote for a foreign item is received, add 6 percent to that price if large U.S. businesses are competing with it, and 12 percent if small U.S. businesses are competing.
f. Value and Visual Analysis	This is a simple and direct approach to evaluation. Use your own experience to determine the value of what you are buying. Ask the question, "Is the price appropriate for what I'm getting?"
g. Cost Analysis	Ask the supplier for an explanation of his quoted price and then evaluate his explanation. This approach is called cost analysis.
h. Offeror Responsibility	Make a determination that the otherwise successful offeror is "responsible." Be sure that the offeror has the capability to do the job (called capacity and credit) and the willingness to do the job correctly (called tenacity and perseverance).

DOCUMENTATION

The term documentation refers to the record of a particular procurement transaction. The record must show what was bought, why it was bought, how much competition was obtained, business size of all competing vendors, and why the price paid was considered reasonable. Small purchase documentation can and should be simple. A signed requisition and all recording documents must be maintained in the purchase file. Examples of competition/documentation sheets are included in Section 3 of this Part, Exhibit E2 and E3. Exhibit E2 can be modified for local use.

Refer to the Documentation Checklist which follows for a summary of items to be documented and means of documentation.

Documentation Checklist

Item	How to Document
1. What Was Bought	The "what" of the purchase should be included on the purchase order itself. The file records should contain a properly completed Acquisition Request Form 3-2109.
2. Competition	Competitive quotes, both orally and written, must be documented and kept on file.
3. Pricing	Justify in writing the price paid on all purchases over $1,000 by stating the basis for your conclusion.
4. Business Size	The file must be documented to show the size status of all vendors contacted on open market purchases. You may be able to obtain size of business (large or small) from vendor. Include explanation why award was not made to a Small Business.
5. Non-Competitive	Include in the file a statement signed by the Contracting Officer explaining the lack of competition.

REQUIREMENTS TO IMPLEMENT SOCIAL AND ECONOMIC PROGRAMS

Increased emphasis has been placed on the implementation of social and economic policy through the acquisition process. Be knowledgeable of such initiatives and do your part in implementing them. Each regional procurement office has a person specializing in these socioeconomic procurement programs who will be glad to assist you.

Small Business-Small Purchase Set-Asides

Under P.L. 95-507, as amended, and FAR 13.105, all purchases under $25,000 are reserved exclusively for small business concerns unless the procurement personnel has determined there is no reasonable expectation of obtaining quotes from two or more responsible small businesses.

READEX FICHE best copy available

The following provision (FAR 52.219-4) shall be made available to all potential quoters, either orally or in writing:

> Quotations under this acquisition are solicited from small business concerns only. Any acquisition resulting from this solicitation will be from a small business concern. Quotations received from concerns that are not small businesses shall not be considered and shall be rejected.

Make an effort to locate small business concerns that can serve your needs and put them on your small purchase source list.

Minority Business Program

Minority businesses are small disadvantaged business concerns that are 51 percent owned and operated by one or more individuals who are socially and economically disadvantaged. Minority groups include Black Americans, Spanish-speaking Americans and Indians, Eskimos, Aleuts, and Asian-Pacifics. Identify qualified minority firms and ensure price quotations are solicited.

Women-Owned Small Businesses

It is the policy of the United States that women-owned small businesses shall have the maximum practicable opportunity to participate in performing contracts awarded by any Federal agency. Women-owned small businesses are defined as businesses at least 51 percent owned by women who are United States citizens and who also control and operate the business.

Labor Surplus

It is Government policy to award orders to eligible labor surplus area concerns. To qualify for such an order, a firm must perform work reflecting more than 50 percent of the contract price in services in a labor surplus area. These areas are identified by the Department of Labor.

Procurement personnel shall set aside the entire small purchase for labor surplus concerns when there is a reasonable expectation that reasonably priced quotes will be received from a sufficient number of responsible concerns.

CONSTRUCTION CONTRACTS

Construction contracting is a restricted item due to the requirement for inclusion of Davis-Bacon wage rates in all contracts expected to exceed $2,000. Requirements exceeding that threshold must be forwarded to the regional procurement office for processing.

"Construction" means construction, alteration, or repair (including dredging, excavating, and painting) of buildings, structures, or other real property. Force account is construction type work performed by government employees.

NOTE: All construction projects should be discussed with the regional engineering office.

SERVICE CONTRACTS

Service contracting is a restricted item due to the requirement for inclusion of wage rates in all contracts expected to exceed $2,500. Requirements exceeding that threshold must be forwarded to the regional procurement office.

A service contract means a contract that directly engages the time and effort of a contractor whose primary purpose is to perform an identifiable task rather than to furnish an end item of supply. A service contract may be either a nonpersonal or personal contract. Absent specific statutory authority, no employee is authorized to acquire personal services by procurement methods. A personal service contract is characterized by the employer-employee relationship it creates between the Government and the contractor's personnel. Personal service contracts are generally prohibited by law (5 U.S.C. 3109, FAR 37). Nonpersonal service contracts are proper under general contracting authority.

Requirement to Distinguish Between Personal Services and Nonpersonal Services

When you receive a requisition for services, you must determine if that service is nonpersonal.

* Examples of Personal Versus Nonpersonal Services

The examples below are provided as illustrations only. Do not use them as the basis for a determination of any specific case.

Personal. The following is an example of a personal services contract, which may not be made:

> A contract for furnishing persons to perform the various day-to-day functions of contract administration for a Government agency, even if there is no Government supervision. (This does not preclude the use of architect-engineers as "construction managers.")

Nonpersonal. The following are examples of nonpersonal service contracts, which are allowable:

> A contract for construction requiring specialized equipment and trained personnel unavailable to the Government but not involving the exercise of discretion on behalf of the Government, where the contractor performs work that is adequately described in the contract, free of Government supervision.
>
> A contract for janitorial services, where the contract provides for specific tasks to be performed in specific places, free of Government direction, supervision, and control over the contractor's employees, at a fixed price for the work to be performed.

Requirements for Professional, Expert and Consultant Services

One major area of contracting for services is the procurement of professional, expert and consultant services. Authority for procuring these services within Service field offices is limited. Contact your regional procurement office for assistance.

> * Definition of Professional, Expert and Consultant - Persons who are exceptionally qualified, by education or by experience in a particular field, to perform some specialized service.

Field Offices are not authorized to procure consultant services as that term is defined in FAR Subpart 37.2, 365 DM 1 and OMB Circular A-120.

AWARD TO GOVERNMENT EMPLOYEES

Federal procurement policy prohibits a contracting officer from knowingly awarding a contract to a Government employee or to a business concern or other organization owned or substantially owned or controlled by one or more Government employees. This policy is intended to avoid any conflict of interest that might arise between the employees' interests and their Government duties, and to avoid the appearance of favoritism or preferential treatment by the Government toward its employees.

* Exception

The agency head, or a designee not below the level of the head of the contracting activity, may authorize an exception to the policy only if there is a most compelling reason to do so, such as when the Government's needs cannot reasonably be otherwise met.

PART E

Section 2

SMALL PURCHASE METHODS

There are four different small purchase methods used for open market procurements. They are listed in the chart below. NOTE: Procurement personnel should never split procurements in order to avoid competition and/or to exceed their warrant limits.

SMALL PURCHASE METHODS

Method	Use
Purchase Order	The form 3-2103 is an obligation document that includes billing instructions. It is used: * for purchases of supplies or services; * as a delivery order against contracts, established Federal Supply Schedule contracts or other Government sources of supply.
Blanket Purchase Agreement	Similar to charge accounts, BPAs are used to simplify the administrative aspects of repetitive small purchases.
Standard Form 44	Supplies and nonpersonal services and noncapitalized equipment may be procured by use of the Standard Form SF 44, up to $1,000 (not to exceed $2,500 in an emergency) by non-warranted personnel.
Imprest Fund	A fixed or petty cash fund used for cash payment. The fund is disbursed by an authorized cashier for individual purchases up to $300 (not to exceed $500 in an emergency).

PURCHASE ORDERS

A purchase order is a written offer signed by an individual delegated acquisition authority with the title "Contracting Officer." **Only a warranted contracting officer can sign a purchase order.** Specifications or a statement of work, if applicable, should be attached to the purchase order to communicate to the contractor exactly what is required. A purchase order requires a supplier (1) to deliver supplies or services at some stated time in the future and (2) to agree to all the terms and conditions of the purchase order, including the recently enacted Drug-Free Workplace Act of 1988. (See Part A, Section 2, and Exhibit E4 for the Drug-Free Workplace FAR clause.) The Government agrees to pay the stated price if the supplier performs as required.

Types of Purchase Orders

There are two types of purchase orders.

* Unilateral purchase orders - do not require the vendor to acknowledge receipt or acceptance. Acceptance of the purchase order takes place through performance. Remember, though, that the vendor's receipt of a purchase order does not create a mutually binding agreement.

* Bilateral purchase orders - requires written acceptance of the purchase order with all of its terms and conditions, thereby creating a mutually binding agreement.

A simple way to get written acceptance is to include a space for written signature on the face of the purchase order.

Oral Ordering

The U.S. Fish and Wildlife Service does not authorize the use of oral ordering. This is not be confused with oral soliciting, wherein a verbal quote is obtained, a purchase order number is assigned, and a backup confirming purchase order is issued. (Note: Confirming orders should not be utilized to circumvent applicable competition requirements. In addition, contracting officers should ensure that written backup confirming orders are issued within 3 working days following oral solicitation and order assignment.)

Form 3-2103 Order for Supplies or Services

The Service has its own purchase order form for use in ordering supplies, services and equipment from vendors--Form 3-2103 (obtained from your regional CGS office). The form is available in

sets of ten colored copies. The purpose of each is explained in red letters at the bottom of the copy, see Exhibit E5.

The purchase order continuation form (OF 348) should be used if additional space is required to list all supplies/services orders.

Copies of these forms and instructions for their completion are included in Section 3 of this Part, Exhibits E5, E6, E6a and E7. Also included in Section 3 of this Part is a Purchase Order Review List, Exhibit E8. This checklist can be completed at the end of the procurement cycle to assist the procurement personnel in assuring that all required procurement functions have been completed.

Modifying a Purchase Order

The need to modify an order arises in connection with both minor administrative issues and more substantial issues. The government has the right to make changes in a purchase order, affecting quality, quantity, delivery, price, or other substantive requirements. Such modifications must be supported by a written request, citing funds if necessary, submitted by the requiring activity.

The Service uses the SF 30 for modifications. A copy of this form and instructions for its completion are included in Section 3 of this Part, Exhibit E9. Distribution should be the same as the original purchase order. **Only a warranted contracting officer can sign the modification.** The same procurement person who signed the original purchase order does not have to sign the modification. Personnel without warrant authority should be cautioned against making statements or taking actions which may cause a contractor to believe that a modification was authorized.

If a price must be negotiated for additional work or additional items, there must be an explanation of why the new price is fair and reasonable for all modifications where the price exceeds $1,000.

Document each purchase order file with the reasons for each modification, including the consideration (benefit to the government) to be derived from making the change. The written record indicating why the modification was written, who was spoken to, etc., is an important part of the file and must be documented.

There are circumstances that do not require a modification; these circumstances include:

* If the variance between the order and the invoice on an individual line item is $10 or less; or if the shipping/

handling charges total $10 or less, no action is required. The Finance Center will process the invoice.

* If the variance between the order and the invoice on an individual line item is between $10.01 and $100 or the description on the invoice differs from that on the order (e.g., catalog numbers, name changes, or other items were submitted by the vendor), a contracting officer in the office in which the purchase order originated must: (i) determine that the variance is acceptable and (ii) either put the statement "variance is approved for payment" on the invoice, sign the statement and note his/her warrant number and date, or issue a modification to the purchase order.

The modification must be issued by a procurement person. If the price variance between the order and the invoice exceeds $100, the vendor's name on the invoice varies from the name on the order, or miscellaneous shipping/handling charges exceed $100, a modification to the order is required.

Cancelling a Purchase Order

A purchase order is not a contract until accepted by the vendor. The procurement person may cancel a purchase order prior to acceptance without liability on the part of the government. After determining an order has not been accepted, cancellation may be appropriate.

The SF 30 must be used for cancellation of a purchase order. Any cancellation should state the purchase order number and date, give a brief description of the requirement, state the reason for cancellation, and request the contractor's written acceptance of the cancellation. Distribution should be the same as the original purchase order.

Termination of a Purchase Order

* Termination for Convenience of the Government

The following applies to purchase orders which have been accepted by the vendor:

The vendor may be willing to accept a no-cost settlement for termination. However, many firms assess a charge for restocking of supplies. If a no-cost settlement cannot be reached, obtain assistance from your regional contracting office in handling the matter.

* Termination for Default

Termination for default is the exercise of the Government's contractual right to terminate, in whole or in part, the vendor's right to proceed because of the vendor's failure or anticipated failure to perform its contractual obligations. Unless the clause authorizing default termination (FAR 52.249-8 Default (Fixed-Price Supply and Service), Exhibit E10 or 52.249-10 Default (Fixed-Price construction), Exhibit E10A) is included in the terms and conditions of the purchase order and the vendor has accepted the order, default provisions do not apply to purchase orders.

These clauses pertain to acquisitions expected to exceed the small purchase limitation, but may be included in small purchases if, for example, the acquisition involves items with a history of unsatisfactory quality or in the case of construction, completion dates are essential.

Termination for default is a complex legal matter involving important government rights to repurchase and charge excess costs and to collect damages in some instances. If a vendor fails to deliver supplies or to perform service within the time specified in an order or fails to make progress, the procurement person should seek assistance from the regional contracting office. Since a contractor can appeal a default termination, resulting in referral of the case to the Interior Board of Contract Appeals, it is important that procurement personnel use discretion when exercising the right of termination. The purchase order file must be well documented showing the vendor's failure to comply with the terms.

BLANKET PURCHASE ORDER AGREEMENTS (BPA)

Blanket Purchase Order Agreements (BPA) are arrangements between the Service and qualified vendors which allow the Service to order small dollar supplies or nonpersonal services either by telephone or in writing. Initial establishment of the BPA eliminates the need for additional purchase orders throughout the fiscal year. BPAs are useful in providing for "quick reaction" acquisition of recurring items which cannot reasonably be anticipated in advance and are not available through mandatory sources of supply. BPAs are not intended to be used in lieu of planned supply and material needs. For more economical procurement, group your requirements into large quantities when possible.

Limitations: All offices within the Service which have procurement authority delegated to them may issue BPAs in excess of their warrant authority. Each office is limited in the placement of the individual orders up to the maximum dollar limitation of the warrant authority delegated. The issuance of a BPA does not preclude the requirement for obtaining competition for all requirements in excess of $1,000.

BPAs are authorized when:

* A wide variety of items in a broad class of goods, like hardware, are generally purchased from local suppliers but the exact items, quantities, and delivery requirements are not known in advance and may vary considerably.

* There is a need to provide local commercial sources of supply for one or more offices or projects in a given area which do not have or need authority to purchase.

* The writing of numerous purchase orders and processing of many invoices can be avoided.

Consider the following points:

1. BPAs do not relieve the agency of its responsibility for keeping obligations and expenditures within available funds. They simply obligate funds by a "charge account" method.

2. A BPA <u>does not</u> permit purchases not otherwise authorized by law or regulation.

3. The same procurement policies for selecting suppliers on the basis of price, time discounts, quality of merchandise, and competition pertain to BPAs. Individual purchases should be made <u>only</u> after comparing prices with other available sources to the extent practicable, consistent with the size and nature of the purchase involved.

4. Blanket purchase agreements <u>are not</u> to be used for the purchase of capitalized property.

Establishing a Blanket Purchase Order Agreement

When the Service establishes BPAs with suppliers, it uses Form 3-2103. As a minimum, the arrangement should include:

* The fiscal year dollar limitation of the BPA.

* The types or categories of supplies/services to be furnished.

* A statement that the Government is obligated only to the extent of authorized purchases actually made under the BPA.

* The individuals authorized to place calls under the BPA with maximum dollar limitations per order for the individuals so designated. The maximum dollar limitation for those individuals who do not have procurement authority is limited to $1,000 per order.

* Instructions for the submission of monthly invoices supported by copies of the delivery tickets.

* Discount terms.

* Instructions for the submission of delivery tickets with the delivered items to include:

  - Name/address of the vendor
  - BPA number
  - Date of call
  - Itemized list of supplies or services furnished
  - Quantity, unit price and extension of prices less discount
  - Date of delivery or shipment

* The period of the BPA: All BPAs must be issued not to exceed a single fiscal year and must be within a single fiscal year (i.e., 10/1//88 - 9/30/89 or 1/1/89 - 9/30/89).

* The issuing office should receive from the vendor an executed acceptance copy of the BPA.

Exhibit E11 is included as an example of a BPA in Section 3 of this Part to assist in the preparation of the purchase order establishing a BPA.

Documenting Individual Purchase Orders Under BPAs

Individual purchase transactions under BPAs must be documented as follows:

1. Document that the vendor and purchaser agree on what is being purchased and that the purchase is authorized.

2. Create a record of sale and receipt at the time of delivery, showing the items or services delivered, BPA number, complete financial data code chargeable, and date and signature of the person receiving the delivery. This may be an invoice from the vendor referencing the BPA number and an order number under it.

3. Each order placed against an established BPA will be entered on a BPA Log. Separate log sheets will be maintained for each vendor with whom a BPA has been established. Whenever a call is placed against a BPA, the authorized caller shall sequentially enter the call and completely identify all items ordered. Items will be identified by a description, not just a serial, stock or part number. Sufficient space will be allowed on the BPA Log for each caller to thoroughly describe each transaction. Exhibit E12 is included as a sample log sheet in Section 3 of this Part.

4. Procurement personnel who place orders in excess of $1,000 must document competition using a competition sheet.

STANDARD FORM 44

Standard Form 44, Purchase Order-Invoice-Voucher, Exhibit E13, is a pocket size, 4-part purchase order form designed primarily for on-the-spot over-the-counter purchases of supplies and nonpersonal services. It is a multipurpose form which can be used as purchase order, receiving report, invoice, and public voucher. A warranted contracting officer is the only individual who can obtain SF 44s for the Service and the only individual who may issue SF 44s to individual users at each field station. Individuals desiring to utilize an SF 44 will be required to sign a Purchase Order/Invoice/Voucher (SF 44) Certificate Form 3-2099 (23 AM 2, Exhibit 2). These forms and a composite list of individuals authorized to use SF 44s will be retained by a warranted contracting officer at each field station. If there is no warranted individual at a field station, a contracting officer at the Regional Office will be responsible for maintaining this list. A contracting

officer is also required to review each SF 44 for contractual sufficiency prior to its submittal to the Finance Center for payment. Each SF 44 must be initialed and documented with the contracting officer's warrant number. SF 44s CANNOT be used to purchase capitalized equipment.

Prescribed Use

Standard Form 44 is prescribed for use in connection with the documentation of purchases when all of the following conditions are satisfied:

* The total purchase does not exceed $1,000 (or $2,500 in case of an emergency) by non-warranted personnel.

* The supplies or services are immediately available.

* One delivery and one payment will be made.

* Its use is determined to be more economical and efficient than use of other small purchase methods.

Instructions for the preparation of the SF 44 are included in Section 3 of this Part.

IMPREST FUNDS

An imprest fund is a fixed cash fund that has been advanced to an imprest fund cashier. The fund is utilized to procure goods/services for official Government business and is a revolving fund, replenished as it is spent. Cashier responsibilities, requirements and guidance are contained in The Department of the Treasury Manual of Procedures and Instructions for Cashiers, The Department of the Interior Manual (DM), the Service's Administrative Manual, and the Service's Management Systems Handbook. Contact the Regional Finance Office for copies of these documents.

Requests for the designation and cancellation of Cashiers and establishment of an imprest shall be made in writing to the Regional Director.

Oversight responsibility for proper management and administration of imprest funds lies with the Regional Finance Officers and the Chief, Division of Finance in the Washington Office. Reimbursement voucher examination and approval of replenishment are the responsibilities of Certifying Officers at the Service Finance Center.

Project Leaders at offices where imprest funds are located are responsible for assuring that quarterly cash audits and bi-annual/annual (contingent on dollar amount of fund) administrative reviews are completed.

It is the policy of the Service to maximize the use of imprest funds where advantageous to the Government, to procure goods/services efficiently and to minimize or reduce paperwork in procurement of goods/services.

Cashiers may reimburse Service employees for authorized procurement of goods/services upon presentation of a receipt and/or SF 1165. The cashier may advance the cash necessary to consummate such procurements utilizing an interim Receipt for Cash Sub-Voucher, SF 1165. Procurements with such advances must be completed within 5 working days.

General Requirements

Imprest funds are to be properly safeguarded.

Restrictions/rules on regular procurements apply.

Individual transactions cannot exceed $500. In an emergency, the Assistant Director - Policy, Budget and Administration can approve transactions in excess of $500 on an exception basis.

Capitalized personal property may NOT be purchased with imprest funds, regardless of cost. This includes "Sensitive Items" such as computer components, etc.

Imprest funds may NOT be used to cash checks or other negotiable instruments.

Procurements may NOT be split to circumvent procurement limits.

Cash payment discounts should be solicited.

All procurements from imprest funds require receipts. Procurements of $15 or more require a receipt with full signature of the vendor, or the vendor's representative/ agent.

Do not use imprest funds for purchases made under a Blanket Purchase Agreement in order to avoid the possibility of duplicate payment.

Do not use imprest funds to pay for advertising.

Payments to persons, small businesses, partnerships, etc. exceeding $600 in a calendar year must be reported to the Internal Revenue Service. Prepare IRS form W-9 and forward to the Service Finance Center. See Part E Section 3 for preparation of IRS form W-9.

Typical Procurements From Imprest Funds

Repairs

Nonpersonal services - where there is not an employer-employee relationship

Supplies/materials/subscriptions/publications

Postal express, parcel post and C.O.D. charges

Freight and transportation charges not to exceed $100

Local travel expenses - mileage, taxi, etc.

Emergency travel advances

Utilities

Money orders and money order fees

FOR PROCUREMENTS OUTSIDE THE SCOPE OF THE GUIDANCE ABOVE, CONTACT THE REGIONAL FINANCE OFFICER.

PART E

SECTION 3

LIST OF EXHIBITS

- Request for Quotations (SF 18) with instructions, Exhibit E1
- Small Purchase Pricing Memorandum (self-explanatory), Exhibit E2
- Abstract of Informal Quotations (self-explanatory), Exhibit E3
- Federal Acquisition Regulation Clause 52.223-6 Drug-Free Workplace, Exhibit E4
- Order for Supplies or Services (3-2103) with instructions, Exhibit E5
- Supply Contract FOB Destination/Supply Contract FOB Origin or Service Contract (informational sheet), Exhibits E6 and E6a
- Order for Supplies or Services Continuation (OF 348) with instructions (self-explanatory), Exhibit E7
- Purchase Order Review Checklist, Exhibit E8
- Amendment of Solicitation/Modification of Contract (SF 30) with instructions, Exhibit E9
- FAR clause 52.249-8 Default (Fixed-Price Supply and Service), and 52.249-10 Default (Fixed-Price Construction), Exhibits E10 and E10a, respectively
- Blanket Purchase Order Agreement (sample), Exhibit E11
- Blanket Purchase Order Agreement Record of Payments (sample), Exhibit E12
- Purchase Order-Invoice-Voucher (SF 44) with instructions, Exhibit E13

REPRESENTATIONS, CERTIFICATIONS, AND PROVISIONS

The following representation applies when the contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia.

52.219-1 SMALL BUSINESS CONCERN REPRESENTATION (Apr 84)

The quoter represents and certifies as part of its quotation that it ☐ is, ☐ is not a small business concern and that ☐ all, ☐ not all supplies to be furnished will be manufactured or produced by a small business concern in the United States, its possessions, or Puerto Rico. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in 13 CFR 121.

The following provision is applicable if required on the face of the form:

52.219-2 Notice of Small Business-Small Purchase Set-Aside (Apr 84)

Quotations under this acquisition are solicited from small business concerns only. Any acquisition resulting from this solicitation will be from a small business concern. Quotations received from concerns that are not small businesses shall not be considered and shall be rejected.

☆ U.S. GOVERNMENT PRINTING OFFICE : 1984 O - 421-526 (159)

EXHIBIT # E1

REQUEST FOR QUOTATIONS *(THIS IS NOT AN ORDER)*

The Notice of Small Business-Small Purchase Set-Aside on the reverse of this form ☐ is ☐ is not applicable.

PAGE OF PAGES

1. REQUEST NO.	2. DATE ISSUED	3. REQUISITION/PURCHASE REQUEST NO.	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1 ▶	RATING
5A. ISSUED BY			6. DELIVER BY *(Date)*	
5B. FOR INFORMATION CALL: *(Name and telephone no.) (No collect calls)*			7. DELIVERY ☐ FOB DESTINATION ☐ OTHER *(See Schedule)*	
8. TO: NAME AND ADDRESS, INCLUDING ZIP CODE			9. DESTINATION *(Consignee and address, including ZIP Code)*	

10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE ON OR BEFORE CLOSE OF BUSINESS *(Date)*	11. BUSINESS CLASSIFICATION *(Check appropriate boxes)*
	☐ SMALL ☐ OTHER THAN SMALL ☐ DISADVANTAGED ☐ WOMEN-OWNED

IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.

12. SCHEDULE *(Include applicable Federal, State and local taxes)*

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)

13. DISCOUNT FOR PROMPT PAYMENT ▶	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %

NOTE: Reverse must also be completed by the quoter.

14. NAME AND ADDRESS OF QUOTER *(Street, city, county, State and ZIP Code)*	15. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION	16. DATE OF QUOTATION
	17. NAME AND TITLE OF SIGNER *(Type or print)*	18. TELEPHONE NO. *(Include area code)*

Steps in Preparing the RFQ (SF 18)

The numbers in the following checklist are keyed to the blocks on the SF 18.

1. REQUEST NO. Use of this block is optional.

2. DATE ISSUED. Enter the date on which the RFQ will be released.

3. ACQUISITION PURCHASE REQUEST NO. Enter the Form 3-2109 (Acquisition) number or the number you use for your own control purposes.

4. CERTIFIED FOR NATIONAL DEFENSE UNDER BDSA REG.2 AND/OR DMS REG.1 RATING. Leave Blank.

5. ISSUED BY. Show your complete address, including telephone. Include the name and phone number of the procurement person issuing the RFQ in 5b.

6. DELIVER BY. Enter the date by which delivery is required. While early delivery is permitted, delivery after the specified date does not have to be accepted.

7. DELIVERY. Mark FOB destination.

8. TO NAME AND ADDRESS. Enter the full name and address of the vendor from which you are requesting the quotation.

9. DESTINATION. Enter the shipping address for the items listed in block 12.

10. PLEASE FURNISH QUOTATIONS.....DATE. Enter the last date on which you will receive quotations.

11. BUSINESS CLASSIFICATION. Vendor to complete.

12. SCHEDULE. A full and detailed description of the items you want. Attach drawings if necessary. If variations or substitution are permitted, list that information here.

13-18. VENDOR INFORMATION. The Quoter will complete.

SMALL PURCHASE PRICING MEMORANDUM EXHIBIT # E2

(PURCHASE ORDER DOCUMENTATION)

P.O. No. 10181-

COST & PRICING JUSTIFICATION

- [ ] Low Bid (See Abstract)
- [ ] Mandatory Source
- [ ] No Sub. or Sole Source (See JNCP)
- [ ] Price reasonable based on Supplier Catalog Prices
- [ ] Price reasonable based on History of Similar Purchases (prior P.O. _____)
- [ ] Other _____

Small Business-Small Purchase Set-Aside

- [ ] Yes
- [ ] No _____

_____

_____

_____ _____

Contracting Officer Date

Date	NOTES

Date_____

ABSTRACT OF INFORMAL QUOTATIONS

Quotation#_____

	Quote #1	Quote #2	Quote #3
FIRM NAME			
ADDRESS			
PHONE NUMBER			
CONTACTED			
F O B			
DELIVERY TIME			
PAYMENT TERMS			

Item No.	Description	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension

Form RI-68
(2-75)

EXHIBIT # E3

52.223-6 Drug-Free Workplace.

As prescribed in 23.505(c), insert the following clause:

DRUG-FREE WORKPLACE (MAR 1989)

(a) Definitions. As used in this clause,

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

"Drug-free workplace" means a site for the performance of work done in connection with a specific contract at which employees of the contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a contractor directly engaged in the performance of work under a Government contract.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall—

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish a drug-free awareness program to inform such employees about—

(i) The dangers of drug abuse in the workplace;

(ii) The contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;

(4) Notify such employees in the statement required by subparagraph (b)(1) of this clause, that as a condition of continued employment on this contract, the employee will—

(i) Abide by the terms of the statement; and

(ii) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

(5) Notify the contracting officer within ten (10) days after receiving notice under subdivision (a)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction;

(6) Within 30 days after receiving notice under subparagraph (a)(4) of this clause of a conviction, impose the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) though (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (b) and (c) of this clause may, pursuant to FAR 23.506, render the contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

(End of clause)

EXHIBIT # E5

ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF PAGES

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER	2. CONTRACT NO. *(If any)*	3. ORDER NO.	4. REQUISITION/REFERENCE NO.

5. ISSUING OFFICE *(Address correspondence to)*
U.S. FISH AND WILDLIFE SERVICE

6. SHIP TO: *(Consignee and address, ZIP Code)*

SHIP VIA

7. TO: CONTRACTOR *(Name, address and ZIP Code)*

8. TYPE OF ORDER

☐ A. PURCHASE — Reference your _____

Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheets, if any, including delivery as indicated.

☐ B. DELIVERY — Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

9. ACCOUNTING AND APPROPRIATION DATA

10. REQUISITIONING OFFICE

9a. OBJECT CLASS

11. BUSINESS CLASSIFICATION (Check appropriate box(es))

☐ SMALL ☐ OTHER THAN SMALL ☐ DISAD-VANTA-GED 8(a) ☐ MIN-ORITY ☐ WOMEN OWNED ☐ LABOR SUR-PLUS ☐ INTER-AGENCY

12. F.O.B. POINT	14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE *(Date)*	16. DISCOUNT TERMS
13. PLACE OF INSPECTION AND ACCEPTANCE			

17. SCHEDULE *(See reverse for Rejections)*

ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.		17(H). TOT. *(Cont. pages)* ◄
	21. MAIL INVOICE IN TRIPLICATE TO: (Include ZIP Code)				17(I). GRAND TOTAL ◄

22. UNITED STATES OF AMERICA BY *(Signature)* ►

23. NAME & WARRANT NUMBER (Typed)

TITLE: CONTRACTING/ORDERING OFFICER

Form No. 3-2103
Modified for FWS use (4/87)

ORIGINAL

PURCHASE ORDER TERMS AND CONDITIONS

52.252-2. CLAUSES INCORPORATED BY REFERENCE (Apr 84).--This contract incorporates the following clauses by reference with the same force and effect as if they were given in full text. Upon request the Contracting Officer will make their full text available.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.203-1 Officials Not to Benefit (Apr 84)

52.203-3 Gratuities (Apr 84)

52.203-5 Covenant Against Contingent Fees (Apr 84)

52.212-9 Variation in Quantity (Apr 84)
(In the preceding clause, the permissible variations are stated in the schedule)

52.222-3 Convict Labor (Apr 84)

52.222-4 Contract Work Hours and Safety Standards Act—Overtime Compensation—(Mar 86)

52.222-26 Equal Opportunity (Apr 84)

52.222-36 Affirmative Action for Handicapped Workers (Apr 84)

52.225-3 Buy American Act—Supplies (Apr 84)

52.232-1 Payments (Apr 84)

52.232-8 Discounts for Prompt Payment (Jul 85)

52.233-1 Disputes (Apr 84)
(With Alternate 1)

52.243-1 Changes—Fixed Price (Apr 84)

52.249-1 Termination for Convenience of the Government (Fixed Price) (Short Form) (Apr 84)

CODE OF FEDERAL REGULATIONS REFERENCES
(29 CFR Chapter 4)

29 CFR 4.6 Service Contract Act of 1965 (Jan 84)

29 CFR 4.7 Service Contract Act of 1965-Contracts of $2,500 or less (Jan 84)

NOTE.—If desired, this order (or a copy thereof) may be used by the Contractor as the Contractor's invoice, instead of a separate invoice, provided the following statement, (signed and dated) is on (or attached to) the order: "Payment is requested in the amount of $_____. No other invoice will be submitted." However, if the Contractor wishes to submit an invoice, the following information must be provided: contract number (if any), order number, item number(s), description of supplies or services, sizes, quantities, unit prices, and extended totals. Prepaid shipping costs will be indicated as a separate item on the invoice. Where shipping costs exceed $100 (except for parcel post), the billing must be supported by a bill of lading or receipt. When several orders are invoiced to an ordering activity during the same billing period, consolidated periodic billings are encouraged.

RECEIVING REPORT

Quantity in the "Quantity Accepted" column on the face of this order has been: ☐ inspected, ☐ accepted, ☐ received by me and conforms to contract. Items listed below have been rejected for the reasons indicated.

SHIPMENT NUMBER	PARTIAL / FINAL		DATE RECEIVED	SIGNATURE OF AUTHORIZED U.S. GOVT. REP.	DATE
TOTAL CONTAINERS		GROSS WEIGHT	RECEIVED AT	TITLE	

REPORT OF REJECTIONS

ITEM NO.	SUPPLIES OR SERVICES	UNIT	QUANTITY REJECTED	REASON FOR REJECTION

REPORT OF NONCONFORMING ITEMS ACCEPTED

	SUPPLIES OR SERVICES	UNIT	QUANTITY ACCEPTED	NONCONFORMITY AND REASON FOR ACCEPTANCE

Instructions for Preparation of the Form 3-2103 Purchase Order Form

1. DATE OF ORDER - Date the Form 3-2103 is issued. (NOTE: this date must be prior to delivery date and invoice date.)

2. CONTRACT NUMBER - Federal Supply Schedule (FSS) number or other agency contract number if issued as a delivery order (see Block 8, type of order). If issued for an open market purchase, type OPEN MARKET in this block.

3. ORDER NUMBER - Organization number (5 digits), fiscal year (2 digits), and document control number (5 digits). Example: 52550-89-00031.

4. REQUISITION NUMBER/REFERENCE NO. - Applicable control number.

5. ISSUING OFFICE - Type name and address of your office.

6. SHIP TO (consignee and address, zip code) - Address to which goods/ services are to be delivered. State street or mailing address.

7. TO: Contractor - Complete mailing address of company or individual who will supply the goods/services ordered.

8. TYPE OF ORDER -

   A. Purchase. Open market purchase order. Insert date of contractor's quote.

   OR

   B. Delivery. Order placed against a FSS or other agency contract (requires entry in Block 2).

9. ACCOUNTING AND APPROPRIATION DATA - Paying organization, subactivity, and project code if appropriate, to be charged for the goods/services ordered. Multiple appropriations may be charged if appropriate; exact portion chargeable to each appropriation must be identified.

   9a. When ordering capitalized equipment, object class 3112 shall be entered, otherwise leave blank.

10. REQUISITIONING OFFICE - Division and project office requesting the goods/services.

11. BUSINESS CLASSIFICATION - Contractor's business size and type. If delivery order, Federal Supply Schedule indicates business classification.

12. FOB POINT - State the agreed upon terms, either FOB destination (or nearest shipping dock) or FOB shipping point/origin (if shipping point, see Block 6).

    NOTE: F.O.B. means "free on board." "F.O.B. Destination" means you do not have to pay shipping charges. If "F.O.B. shipping point" or "F.O.B. origin" are used, shipping charges must be paid and added to the bill.

13. PLACE OF INSPECTION - Destination.

14. GOVERNMENT B/L NUMBER - Insert number if Government B/L issued to cover transportation of the goods ordered (see Part G).

15. DELIVERY TO FOB POINT ON OR BEFORE - Promised delivery date.

16. DISCOUNT TERMS - Discount for prompt payment if offered. Other commodity discounts or Government discounts should appear in the Schedule (Block 17).

17. SCHEDULE -

    A. Item number. Sequential number of line items starting with 1.

    B. Supplies or Services. Description of the items being ordered. Include generic name of items, specification, commercial name, catalog number, etc., as necessary for easy identification of item by the contractor as well as others involved in the procurement or payment of the goods/services.

    C. Quantity ordered. Numeric entry only for the number of units ordered.

    D. Unit. Measure by which quantity ordered is based. May be stated as each, dozen, bundle, square feet, etc.

    E. Unit price. Price for one of the units of measure used in D. above.

    F. Amount. Extended total per line item of quantity ordered multiplied by the unit price.

G. Quantity accepted. Completed from a photocopy of Finance Receiving Report (pink copy) after delivery of a partial shipment. Insert quantity received, date received and certify with your complete signature.

- If order is placed verbally with vendor insert at top of No. 17 "CONFIRMING - DO NOT DUPLICATE", order placed with (name of company representative) by (name of Government Contracting Officer) on (date).

- If order is FOB origin/shipping point, add "Prepay and add shipping and handling charges as separate item on invoice." Copy of shipping company bill marked paid must be included with vendor's invoice.

- One purchase order may be issued to a vendor for items under contract and open market items. Open market items must be identified.

- Trade-ins should be listed on the purchase order and the amount deducted before the final total is entered. (If trading personal property check with your contracting office prior to the transaction.)

H. Total from continuation pages. Total price of line items appearing on continuation pages.

I. Grand total. Block (F) plus (H).

18. SHIPPING POINT - leave blank

19. GROSS SHIPPING WEIGHT - leave blank

20. INVOICE NUMBER - leave blank

21. MAIL INVOICES - Same as Block 5 or 6.

22. SIGNATURE - This block will contain an original signature of warranted person issuing the order (make sure signature on green obligation copy is legible).

23. NAME - Typed name and **include warrant number**.

NOTE: Exhibit E6 must be attached to purchase order supply PO's FOB destination; Exhibit E6a must be attached if FOB origin. These may be reproduced at your station. Also, remember to incorporate by reference FAR clause 52.223-6, Drug-Free Work Place (Exhibit E4), in the body of the purchase order only for individual contractors.

The Orders for Supplies or Services 3-2103 are distributed as follows:

(1) Original (white) - to vendor.

(2) Finance Office Obligation (green) - issuing office will forward finance office obligation copy attached to Form 3-144 (Transaction Input Data Sheet)in duplicate (white and yellow).

(3) Property Management Receiving Report (yellow) - used only when capitalized equipment is received. Upon receipt of the supplies ordered, the back of 3-2103 should be signed by an employee, property information completed and forwarded to the Regional property office. A copy of invoice shall be sent with this copy.

(4) Purchasing Office (white) - the issuing office copy of the purchase order and is the official copy of the purchase transaction.

(5) Finance Receiving Report (pink) - issuing office signs as received and submits to the Denver Finance Center attached to invoice for payment within three days after receipt of invoice. (NOTE: The procuring personnel signing the front of the purchase order should not sign as receiving the goods/services.)

(6) Requisition Office Copy (blue) - forwarded to requisitioning office as a verification of placement of an order.

(7) Purchasing Office/Receiving Report (yellow) - issuing office may forward to the requisitioning office. Upon receipt of the supplies and services ordered, it will be signed by the requisitioning office and returned to the issuing office.

(8) Extra Copy (white) - issuing office may retain this copy as a purchase order register file copy.

(9) Property Management/On Order (white) - issuing office will forward to the Regional property office to give notice that supplies are on order.

(10) Consignee Copy (white) - extra copy.

SUPPLY CONTRACT
FOB DESTINATION

EXHIBIT # E6

The following provisions are incorporated into the attached contract in accordance with Federal Procurement Regulation Temporary Regulation No. 66 which implements the Prompt Payment Act (P.L. 97-177).

INTEREST ON OVERDUE PAYMENTS

(a) The Prompt Payment Act, Public Law 97-177 (96 Stat. 85, 31 U.S.C. 1801) is applicable to payments under this contract and requires the payment to contractors of interest on overdue payments and improperly taken discounts.

(b) Determinations of interest due will be made in accordance with the provisions of the Prompt Payment Act and Office of Management and Budget Circular A-125.

INVOICE REQUIREMENTS

(a) Invoices shall be submitted in an original and 2 copies to the Government office designated in this contract or on the delivery order to receive invoices. To constitute a proper invoice, the invoice must include the following information:

(1) Name of business concern and invoice date.

(2) Contract number, or other authorization for delivery of property or services.

(3) Description, price and quantity of property and services actually delivered or rendered.

(4) Shipping and payment terms.

(5) Name (where practicable), title, phone number, and complete mailing address of responsible official to whom payment is to be sent.

(6) Other substantiating documentation or information as required by the contract.

(b) Invoices, citing a contract under which only a portion of the contract is subject to the Act, must separate the contract charges accordingly.

PAYMENT DUE DATE

(a) Unless otherwise specified in the contract document, payments under this contract will be due on the 30th calendar day after the later of:

(1) The date of actual receipt of a proper invoice in the office designated to receive the invoice, or

(2) The date the supplies are accepted by the Government.

(b) For the purpose of determining the due date for payment and for no other purpose, acceptance will be deemed to occur on the 3rd calendar day after the date of delivery of the supplies in accordance with the terms of the contract.

(c) If the supplies are rejected for failure to conform to the technical requirements of the contract, or for damage in transit or otherwise, the provisions in paragraph (b) of this clause will apply to the new delivery of replacement supplies.

(d) The date of the check issued in payment shall be considered to be the date payment is made.

SUPPLY CONTRACT FOB ORIGIN
OR SERVICE CONTRACT

EXHIBIT # E6 a

The following provisions are incorporated into the attached contract in accordance with Federal Procurement Regulation Temporary Regulation No. 66 which implements the Prompt Payment Act (P.L. 97-177).

INTEREST ON OVERDUE PAYMENTS

(a) The Prompt Payment Act, Public Law 97-177 (96 Stat. 85, 31 U.S.C. 1801) is applicable to payments under this contract and requires the payment to contractors of interest on overdue payments and improperly taken discounts.

(b) Determinations of interest due will be made in accordance with the provisions of the Prompt Payment Act and Office of Management and Budget Circular A-125.

INVOICE REQUIREMENTS

(a) Invoices shall be submitted in an original and 2 copies to the Government office designated in this contract or on the delivery order to receive invoices. To constitute a proper invoice, the invoice must include the following information:

(1) Name of the business concern and invoice date.

(2) Contract number, or other authorization for delivery of property or services.

(3) Description, price and quantity of property and services actually delivered or rendered.

(4) Shipping and payment terms.

(5) Name (where practicable), title, phone number, and complete mailing address of responsible official to whom payment is to be sent.

(6) Other substantiating documentation or information as required by the contract.

(b) Invoices, citing a contfact under which only a portion of the contract is subject to the Act, must separate the contract charges accordingly.

PAYMENT DUE DATE

(a) Unless otherwise specified in the contract document, payments under this contract will be due on the 30th calendar day after the date of actual receipt of a proper invoice in the office designated to receive the invoice.

(b) The date of the check issued in payment shall be considered to be the date payment is made.

EXHIBIT # E7

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE – CONTINUATION

PAGE NO.

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER	CONTRACT NO.	ORDER NO.

ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	FOLLOW THE SAME INSTRUCTIONS FOR PREPARING THE FORM 3-2103.					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H)) ▶

U. S. FISH AND WILDLIFE SERVICE

EXHIBIT # E8

PURCHASE ORDER REVIEW CHECKLIST

		YES	NO
1.	Adequacy of FWS 3-2109 (23 AM 1.11)		
	Check for completeness:		
	A. Date of request	___	___
	B. Correct appropriation charges	___	___
	C. Deliver to address	___	___
	D. Contact person	___	___
	E. Detailed description/specification	___	___
	F. Quantity	___	___
	G. Government estimate	___	___
	H. Justification (when required)	___	___
	I. Required approvals (ADP, copiers, professional services)	___	___
	J. Funding approval	___	___
	K. Authorized signatures	___	___
	L. Required delivery date	___	___
	M. Restricted/sensitive list	___	___
2.	Dollar Amount of Open Market FWS 3-2109 (FAR 13.106-B)	___	___
	A. Order under $1,000	___	___
	B. Order over $1,000	___	___
	C. Services over $2,500	___	___
	D. Construction over $2,000	___	___
	E. Order $10,000 and over	___	___
3.	Evidence of Open Market Competition (3 price quotes)	___	___
4.	Sole Source Justification (If applicable)	___	___
5.	Adequacy of FWS 3-2103		
	Check for completeness:		
	A. Type of order: delivery/purchase	___	___
	B. Specified delivery date	___	___
	C. FOB Point	___	___
	D. Adequate description	___	___
	E. Accurate totals	___	___
	F. Authorized signature	___	___
		___	___
6.	Transaction Input Date Sheet (TIDS) Completed:	___	___
7.	Purchase Order Closed:		

Date paid: _____ Invoice No.: _____ Amount: _____

EXHIBIT # F9

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*	(✓)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED *(SEE ITEM 11)*
		10A. MODIFICATION OF CONTRACT/ORDER NO.
		10B. DATED *(SEE ITEM 13)*
CODE / FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(✓)	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY *(Signature of Contracting Officer)*	

INSTRUCTIONS

Instructions for items other than those that are self-explanatory, are as follows:

(a) Item 1 (Contract ID Code). Insert the contract type identification code that appears in the title block of the contract being modified.

(b) Item 3 (Effective date).

(1) For a solicitation amendment, change order, or administrative change, the effective date shall be the issue date of the amendment, change order, or administrative change.

(2) For a supplemental agreement, the effective date shall be the date agreed to by the contracting parties.

(3) For a modification issued as an initial or confirming notice of termination for the convenience of the Government, the effective date and the modification number of the confirming notice shall be the same as the effective date and modification number of the initial notice.

(4) For a modification converting a termination for default to a termination for the convenience of the Government, the effective date shall be the same as the effective date of the termination for default.

(5) For a modification confirming the contracting officer's determination of the amount due in settlement of a contract termination, the effective date shall be the same as the effective date of the initial decision.

(c) Item 6 (Issued By). Insert the name and address of the issuing office. If applicable, insert the appropriate issuing office code in the code block.

(d) Item 8 (Name and Address of Contractor). For modifications to a contract or order, enter the contractor's name, address, and code as shown in the original contract or order, unless changed by this or a previous modification.

(e) Items 9, (Amendment of Solicitation No.–Dated), and 10, (Modification of Contract/Order No.–Dated). Check the appropriate box and in the corresponding blanks insert the number and date of the original solicitation, contract, or order.

(f) Item 12 (Accounting and Appropriation Data). When appropriate, indicate the impact of the modification on each affected accounting classification by inserting one of the following entries:

(1) Accounting classification .....
Net increase $.....

(2) Accounting classification .....
Net decrease $.....

NOTE: If there are changes to multiple accounting classifications that cannot be placed in block 12, insert an asterisk and the words "See continuation sheet".

(g) Item 13. Check the appropriate box to indicate the type of modification. Insert in the corresponding blank the authority under which the modification is issued. Check whether or not contractor must sign this document. (See FAR 43.103.)

(h) Item 14 (Description of Amendment/Modification).

(1) Organize amendments or modifications under the appropriate Uniform Contract Format (UCF) section headings from the applicable solicitation or contract. The UCF table of contents, however, shall not be set forth in this document.

(2) Indicate the impact of the modification on the overall total contract price by inserting one of the following entries:

(i) Total contract price increased by $.....

(ii) Total contract price decreased by $.....

(iii) Total contract price unchanged.

(3) State reason for modification.

(4) When removing, reinstating, or adding funds, identify the contract items and accounting classifications.

(5) When the SF 30 is used to reflect a determination by the contracting officer of the amount due in settlement of a contract terminated for the convenience of the Government, the entry in Item 14 of the modification may be limited to –

(i) A reference to the letter determination; and

(ii) A statement of the net amount determined to be due in settlement of the contract.

(6) Include subject matter or short title of solicitation/contract where feasible.

(i) Item 16B. The contracting officer's signature is not required on solicitation amendments. The contracting officer's signature is normally affixed last on supplemental agreements.

52.249-8 Default (Fixed-Price Supply and Service).

As prescribed in 49.504(a)(1), insert the following clause in solicitations and contracts when a fixed-price contract is contemplated and the contract amount is expected to exceed the small purchase limitation. The clause may also be used when the contract amount is not expected to exceed the small purchase limitation, if appropriate (e.g., if the acquisition involves items with a history of unsatisfactory quality).

DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)

(a) (1) The Government may, subject to paragraphs (c) and (d) below, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to—

(i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;

(ii) Make progress, so as to endanger performance of this contract (but see subparagraph (a)(2) below); or

(iii) Perform any of the other provisions of this contract (but see subparagraph (a)(2) below).

(2) The Government's right to terminate this contract under subdivisions (1)(ii) and (1)(iii) above, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure.

(b) If the Government terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the Government for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the Government may require the Contractor to transfer title and deliver to the Government, as directed by the Contracting Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Contracting Officer, the Contractor shall also protect and preserve property in its possession in which the Government has an interest.

(f) The Government shall pay contract price for completed supplies delivered and accepted. The Contractor and Contracting Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The Government may withhold from these amounts any sum the Contracting Officer determines to be necessary to protect the Government against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Government.

(h) The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

(R 1-8.707)

(R 7-103.11 1959 AUG)

Alternate I (APR 1984). If the contract is for transportation or transportation-related services, delete paragraph (f) of the basic clause, redesignate the remaining paragraphs accordingly, and substitute the following paragraphs (a) and (e) for paragraphs (a) and (e) of the basic clause:

(a) (1) The Government may, subject to paragraphs (c) and (d) below, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to—

(i) Pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension;

(ii) Make progress, so as to endanger performance of this contract (but see subparagraph (a)(2) below); or

(iii) Perform any of the other provisions of this contract (but see subparagraph (a)(2) below).

(2) The Government's right to terminate this contract under subdivisions (1)(ii) and (1)(iii) above, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure.

(e) If this contract is terminated while the Contractor has possession of Government goods, the Contractor shall, upon direction of the Contracting Officer, protect and preserve the goods until surrendered to the Government or its agent. The Contractor and Contracting Officer shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be a dispute under the Disputes clause.

(R 1-7.703-8)

52.249-10 Default (Fixed-Price Construction).

As prescribed in 49.504(c)(1), insert the following clause in solicitations and contracts for construction when a fixed-price contract is contemplated and the contract amount is expected to exceed the small purchase limitation. The clause may also be used when the contract amount is not expected to exceed the small purchase limitation, if appropriate (e.g., if completion dates are essential).

DEFAULT (FIXED-PRICE CONSTRUCTION)
(APR 1984)

(a) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract including any extension, or fails to complete the work within this time, the Government may, by written notice to the Contractor, terminate the right to proceed with the work (or the separable part of the work) that has been delayed. In this event, the Government may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Government resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Government in completing the work.

(b) The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause, if—

(1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (i) acts of God or of the public enemy, (ii) acts of the Government in either its sovereign or contractual capacity, (iii) acts of another Contractor in the performance of a contract with the Government, (iv) fires, (v) floods, (vi) epidemics, (vii) quarantine restrictions, (viii) strikes, (ix) freight embargoes, (x) unusually severe weather, or (xi) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and

(2) The Contractor, within 10 days from the beginning of any delay (unless extended by the Contracting Officer), notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, the time for completing the work shall be extended. The findings of the Contracting Officer shall be final and conclusive on the parties, but subject to appeal under the Disputes clause.

(c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Government.

(d) The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

(R 1-8.709-1)

(R 7-602.5 1969 AUG)

Alternate I (APR 1984). If the contract is for dismantling, demolition, or removal of improvements, substitute the following paragraph (a) for paragraph (a) of the basic clause:

(a) (1) If the Contractor refuses or fails to prosecute the work, or any separable part, with the diligence that will insure its completion within the time specified in this contract, including any extension, or fails to complete the work within this time, the Government may, by written notice to the Contractor, terminate the right to proceed with the work or the part of the work that has been delayed. In this event, the Government may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work.

(2) If title to property is vested in the Contractor under this contract, it shall revest in the Government regardless of any other clause of this contract, except for property that the Contractor has disposed of by bona fide sale or removed from the site.

(3) The Contractor and its sureties shall be liable for any damage to the Government resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Government in completing the work.

(R 7-2101.7 1976 OCT)

Alternate II (APR 1984). If the contract is to be awarded during a period of national emergency, subparagraph (b)(1) below may be substituted for subparagraph (b)(1) of the basic clause:

(1) The delay in completing the work arises from causes other than normal weather beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (i) acts of God or of the public enemy, (ii) acts of the Government in either its sovereign or contractual capacity, (iii) acts of another Contractor in the performance of a contract with the Government, (iv) fires, (v) floods, (vi) epidemics, (vii) quarantine restrictions, (viii) strikes, (ix) freight embargoes, (x) unusually severe weather, or (xi) delays of subcontractors or suppliers at any tier arising from causes other than normal weather beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and

(R 7-602.5 1969 AUG)
(R 1-16.404(e))

Alternate III (APR 1984). If the contract is for dismantling, demolition, or removal of improvements and is to be awarded during a period of national emergency, substitute the following paragraph (a) for paragraph (a) of the basic clause. The following subparagraph (b)(1) may be substituted for subparagraph (b)(1) of the basic clause:

(a) (1) If the Contractor refuses or fails to prosecute the work, or any separable part, with the diligence that will insure its completion within the time specified in this contract, including any extension, or fails to complete the work within this time, the Government may, by written notice to the Contractor, terminate the right to proceed with the work or the part of the work that has been delayed. In this event, the Government may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work.

(2) If title to property is vested in the Contractor under this contract, it shall revest in the Government regardless of any other clause of this contract, except for property that the Contractor has disposed of by bona fide sale or removed from the site.

(3) The Contractor and its sureties shall be liable for any damage to the Government resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Government in completing the work.

(b) The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this this clause, if—

(1) The delay in completing the work arises from causes other than normal weather beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (i) acts of God or of the public enemy, (ii) acts of the Government in either its sovereign or contractual capacity, (iii) acts of another Contractor in the performance of a contract with the Government, (iv) fires, (v) floods, (vi) epidemics, (vii) quarantine restrictions, (viii) strikes, (ix) freight embargoes, (x) unusually severe weather, or (xi) delays of subcontractors or suppliers at any tier arising from causes other than normal weather beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and

(R 7-2101.7 1976 OCT)

SAMPLE OF BPA EXHIBIT # E11

ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF 2 PAGES

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER	2. CONTRACT NO. (If any)	3. ORDER NO.	4. REQUISITION/REFERENCE NO.
DATE	OPEN MARKET OR GSA SCHEDULE	XXXXX-XX-XXXXX	LEAVE BLANK

5. ISSUING OFFICE (Address correspondence to)
U.S. FISH AND WILDLIFE SERVICE

NAME AND ADDRESS OF ISSUING OFFICE

6. SHIP TO: (Consignee and address, ZIP Code)
NAME AND ADDRESS

SHIP VIA

7. TO: CONTRACTOR (Name, address and ZIP Code)
NAME AND ADDRESS OF VENDOR

CHECK ONE

8. TYPE OF ORDER

☐ A. PURCHASE — Reference your _____

Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheets, if any, including delivery as indicated.

☐ B. DELIVERY — Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

9. ACCOUNTING AND APPROPRIATION DATA
STATION NUMBER

10. REQUISITIONING OFFICE
REFER TO NO. 5

9a. OBJECT CLASS
LEAVE BLANK

FILL IN

11. BUSINESS CLASSIFICATION (Check appropriate box(es))
☐ SMALL ☐ OTHER THAN SMALL ☐ DISADVANTAGED 8(a) ☐ MINORITY ☐ WOMEN OWNED ☐ LABOR SURPLUS ☐ INTER AGENCY

12. F.O.B. POINT	14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	16. DISCOUNT TERMS
SHIPPING POINT OR ORIGIN OR DESTINATION	LEAVE BLANK	FILL IN LAST DATE OF FISCAL YEAR	FILL IN IF ANY DISCOUNT TERMS: OTHERWISE N/30

13. PLACE OF INSPECTION AND ACCEPTANCE
SAME AS NO. 6

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	FISCAL YEAR LIMITATION OF THIS BLANKET PURCHASE ORDER AGREEMENT IS LIMITED TO $ _____ TO FURNISH MATERIALS AND SUPPLIES DURING THE PERIOD OF 10/01/88 - 09/30/89 OR UNTIL A TOTAL OF $ _____ IS ORDERED, WHICHEVER COMES FIRST. THE FOLLOWING CONDITIONS APPLY: 1. THE GOVERNMENT IS OBLIGATED ONLY TO THE EXTENT OF AUTHORIZED ORDERS OR TELEPHONE ORDERS PLACED UNDER THIS AGREEMENT. 2. ORDERS MAY BE GIVEN IN PERSON, BY LETTER, OR BY TELEPHONE BY AUTHORIZED PERSONNEL. 3. INDIVIDUALS AUTHORIZED TO MAKE PURCHASES AGAINST THIS BLANKET PURCHASE ORDER AGREEMENT ARE: (LIST NAMES) 4. THE MAXIMUM DOLLAR AMOUNT LIMITATION PER PURCHASE SHALL BE $ _____ (CANNOT EXCEED $1,000)					

CONTINUED ON NEXT PAGE

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	17(H) TOT. (Cont. pages)
	LEAVE BLANK	LEAVE BLANK	LEAVE BLANK	
	21. MAIL INVOICE IN TRIPLICATE TO: (Include ZIP Code) REFER TO NO. 5			17(I) GRAND TOTAL

22. UNITED STATES OF AMERICA BY (Signature) ▶ SIGNATURE

23. NAME & WARRANT NUMBER (Typed)
TYPE IN NAME AND WARRANT NUMBER
TITLE: CONTRACTING/ORDERING OFFICER

Form No. 3-2103
Modified for FWS use (4/87)

ORIGINAL

PURCHASE ORDER TERMS AND CONDITIONS

52.252-2. CLAUSES INCORPORATED BY REFERENCE (Apr 84).--This contract incorporates the following clauses by reference with the same force and effect as if they were given in full text. Upon request the Contracting Officer will make their full text available.

FEDERAL ACQUISITION RECULATION (48 CFR CHAPTER 1) CLAUSES

52.203-1	Officials Not to Benefit (Apr 84)
52.203-3	Gratuities (Apr 84)
52.203-5	Covenant Against Contingent Fees (Apr 84)
52.212-9	Variation in Quantity (Apr 84) (In the preceding clause, the permissible variations are stated in the schedule)
52.222-3	Convict Labor (Apr 84)
52.222-4	Contract Work Hours and Safety Standards Act—Overtime Compensation—(Mar 86)
52.222-26	Equal Opportunity (Apr 84)
52 222-36	Affirmative Action for Handicapped Workers (Apr 84)
52.225-3	Buy American Act—Supplies (Apr 84)
52.232-1	Payments (Apr 84)
52.232-8	Discounts for Prompt Payment (Jul 85)
52.233-1	Disputes (Apr 84) (With Alternate 1)
52.243-1	Changes—Fixed Price (Apr 84)
52.249-1	Termination for Convenience of the Government (Fixed Price) (Short Form) (Apr 84)

CODE OF FEDERAL REGULATIONS REFERENCES (29 CFR Chapter 4)

29 CFR 4.6	Service Contract Act of 1965 (Jan 84)
29 CFR 4.7	Service Contract Act of 1965-Contracts of $2,500 or less (Jan 84)

NOTE.—If desired, this order (or a copy thereof) may be used by the Contractor as the Contractor's invoice, instead of a separate invoice, provided the following statement, (signed and dated) is on (or attached to) the order: "Payment is requested in the amount of $_____. No other invoice will be submitted." However, if the Contractor wishes to submit an invoice, the following information must be provided: contract number (if any), order number, item number(s), description of supplies or services, sizes, quantities, unit prices, and extended totals. Prepaid shipping costs will be indicated as a separate item on the invoice. Where shipping costs exceed $100 (except for parcel post), the billing must be supported by a bill of lading or receipt. When several orders are invoiced to an ordering activity during the same billing period, consolidated periodic billings are encouraged.

RECEIVING REPORT

Quantity in the "Quantity Accepted" column on the face of this order has been: ☐ inspected, ☐ accepted, ☐ received by me and conforms to contract. Items listed below have been rejected for the reasons indicated.

SHIPMENT NUMBER	PARTIAL		DATE RECEIVED	SIGNATURE OF AUTHORIZED U.S. GOV'T. REP.	DATE
	FINAL				
TOTAL CONTAINERS		GROSS WEIGHT	RECEIVED AT	TITLE	

REPORT OF REJECTIONS

ITEM NO.	SUPPLIES OR SERVICES	UNIT	QUANTITY REJECTED	REASON FOR REJECTION

REPORT OF NONCONFORMING ITEMS ACCEPTED

	SUPPLIES OR SERVICES	UNIT	QUANTITY ACCEPTED	NONCONFORMITY AND REASON FOR ACCEPTANCE

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE – CONTINUATION

PAGE NO.

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER | CONTRACT NO. | ORDER NO.

ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)

5. INVOICES ARE TO BE SUBMITTED MONTHLY (IN ARREARS, SUPPORTED BY COPIES OF *MONTHLY STATEMENT FOR THE MONTH (IF APPLICABLE).

6. ALL SHIPMENTS OF DELIVERIES MADE UNDER THIS AGREEMENT MUST BE ACCOMPANIED BY DELIVERY TICKETS OR SALES SLIPS WHICH CONTAIN:

   a. NAME/ADDRESS OF VENDOR
   b. BLANKET PURCHASE ORDER AGREEMENT NUMBER
   c. DATE OF PURCHASE
   d. ITEMIZED LIST OF SUPPLIES/SERVICES RENDERED
   e. QUANTITY, UNIT PRICE, AND EXTENSION OF EACH ITEM, LESS DISCOUNT (IF APPLICABLE)
   f. SIGNATURE OF PERSON PICKING UP THE ORDER (AUTHORIZED PERSONNEL ONLY)

7. CAPITALIZED EQUIPMENT CANNOT BE PURCHASED UNDER THIS AGREEMENT.

*NOTE: INVOICES WILL BE SUBMITTED BY THE GOVERNMENT AGENCY TO THE FINANCE CENTER ONCE A MONTH AS SOON AS THE MONTHLY STATEMENT IS RECEIVED FROM THE VENDOR. PAYMENT IS MADE WITHIN 30 DAYS THEREAFTER.

VENDOR IS REQUIRED TO SIGN BPA:

I ACCEPT THE ABOVE TERMS AND CONDITIONS:

DATE _____ VENDOR'S SIGNATURE _____

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

U.S. FISH AND WILDLIFE SERVICE

BLANKET PURCHASE ORDER/AGREEMENT
RECORD OF PAYMENTS

VENDOR _____ DOCUMENT CONTROL NUMBER _____

BEGINNING BALANCE _____

TID NUMBER	DATE	INVOICE NUMBERS	INV. DATE	INV. AMOUNT	BALANCE

EXHIBIT # E12

EXHIBIT # E13

U.S. GOVERNMENT

PURCHASE ORDER—INVOICE—VOUCHER

1 DATE OF ORDER | 2 ORDER NO.

PRINT NAME AND ADDRESS OF SELLER (Number, Street, City, and State.)

3

PAYEE

FURNISH SUPPLIES OR SERVICES TO (Name and address.)

4

SUPPLIES OR SERVICES	QUANTITY	UNIT PRICE	AMOUNT
5			

AGENCY NAME AND BILLING ADDRESS

6

INITIALS
DISCOUNT TERMS

7

DATE

DATE GOODS RECEIVED

8

ORDERED BY (Signature and title)

9

PURPOSE AND ACCOUNTING DATA

10

PURCHASER—*To sign below for over-the-counter delivery of items*

RECEIVED BY

TITLE

11

DATE

SELLER—*Please read instructions on Copy 2*

☐ PAYMENT RECEIVED $.....

☐ PAYMENT REQUESTED $.....

NO FURTHER INVOICE NEED BE SUBMITTED

12

SELLER

DATE

BY

(Signature)

I certify that this account is correct and proper for payment in the amount of

$

(Authorized certifying officer)

DIFFERENCES

ACCOUNT VERIFIED

CORRECT FOR

BY

PAID BY ☐ CASH | DATE PAID | VOUCHER NO.

OR ..... (Check No.)

* PLEASE INCLUDE ZIP CODE

1. SELLER'S INVOICE *(See Instructions on Copy 2)*

STANDARD FORM 44a (Rev. 10-83)
PRESCRIBED BY GSA
FAR (48 CFR) 53.213(c)

INSTRUCTIONS FOR PREPARATION OF SF 44
PURCHASE ORDER-INVOICE-VOUCHER

1. DATE OF ORDER - the purchase date (this date must correspond with the date included on the invoice)

2. ORDER NO. - this is a 12 digit number beginning with station number (5 digits), fiscal year (2 digits), and document number (5 digits). Example: 52550-89-00043.

3. SELLER - printing clearly, include vendor's full name and mailing address.

4. FURNISH SERVICES TO - printing clearly, include the station's full name and mailing address.

5. SUPPLIES/SERVICES - there are two ways this section can be completed: (a) if you are using the SF 44 as the "invoice", list all items purchased individually, along with quantity, unit price, and amount, and (b) if you will be submitting an invoice along with the SF 44, you only need to refer to the invoice number and total amount of the order. NOTE: If submitting an invoice with the purchase order, the invoice date must correspond with dates on the purchase order.

6. TOTAL - include the total cost in this block.

7. DISCOUNT TERMS - include any discount terms if applicable.

8. DATE INVOICE REC'D - this date should always be the same as "Date of Order."

9. ORDERED BY - only procuring personnel are authorized to sign. Include the procuring personnel's warrant number. (NOTE: A warranted contracting officer is the only individual who can obtain SF 44s for the Service and the only individual who may issue SF 44s to individual users at each field station. Individuals (unwarranted) desiring to utilize an SF 44 will be required to sign a Purchase Order/Invoice/Voucher (SF 44) Certificate, Form 3-2099, see Exhibit E12.

10. PURPOSE/ACCOUNTING DATA - include the station number (5 digits) and cost structure (and project code if applicable).

11. RECEIVED BY/TITLE/DATE - person receiving supplies/services signs the SF 44. Include employee's signature. Note: the procuring personnel signing (Item #9.) the purchase order cannot sign as receiving the supplies/services. The date must correspond with #1 and #8.

12. SELLER/PAYMENT REQUESTED - the seller inserts the amount requested. The seller signs and dates the SF 44 only if an invoice will not be submitted with the SF 44. The date must correspond with other dates on the SF 44.

NOTE: SF 44s may be typewritten or prepared in ballpoint pen. Seller's name and address must be printed.

DISTRIBUTION OF THE SF 44 INCLUDES:

Copy No. 1 (white) - to be submitted to Finance Center. Use as the seller's invoice or as an attachment to commercial invoice. NOTE: if using SF 44 as an "invoice", list all items purchased. If using SF 44 with an invoice, you only need to refer to the invoice number in the Supplies/Services section of the SF 44.

Copy No. 2 (blue) - give to seller to keep for his/her files.

Copy No. 3 (pink) - to be submitted to Finance Center.

Copy No. 4 (green) - retain at the field station.

PART F

PAYMENTS TO VENDORS

All payments to vendors, (except imprest fund disbursements) are made by the U. S. Fish and Wildlife Service Finance Center, Denver, Colorado.

The Prompt Payment Act requires that, in the absence of any other terms of the procurement document, the Government pay all invoices within thirty days from the date of receipt of a proper invoice or goods/services, whichever is later. Therefore procurement personnel receiving an invoice must stamp the date received directly on the invoice. The receiving report must also specify the date the goods/services are received and accepted. The separation of duties principle requires that receiving reports be signed by a person other than the procurement person. Invoices must be submitted for payment within three days after receipt of goods/ services and invoices.

All offices have been provided with a special approval stamp to identify the Transaction Input Data Sheet (TIDS) number (document control number), date the invoice was received, date goods/services were accepted, date invoice was forwarded to the Service Finance Center, and full signature of the approving official; a person who has knowledge of the receipt and acceptance of the order procured by a warranted official.

The Service Finance Center will compute any late payment penalty due under provisions of the Prompt Payment Act and include the amount in the payment to the vendor. The date of the U. S. Treasury check is considered to be the date of payment under the Prompt Payment Act.

If a vendor claims entitlement to a Prompt Payment Act penalty payment, the claim should be forwarded to the Service Finance Center.

INVOICES

FORWARD ALL INVOICES AND REQUIRED DOCUMENTATION TO:

U. S. FISH AND WILDLIFE SERVICE
FINANCE CENTER
DENVER FEDERAL CENTER
POST OFFICE BOX 25207
DENVER, COLORADO 80225-0207

General Requirements for all Invoices

* Annotate as original invoice if not already so identified.

* Vendor identification - complete name of payee, location, city, state, zip code. If the invoice is not imprinted with vendor identification, the invoice must be signed by the vendor or the vendor's representative/agent.

* Invoice date

* Itemization/description of goods/services. (Stock numbers alone do not provide an adequate description.)

* Amount billed. (Unit prices and extensions if applicable.)

* Completed approval stamp with dates and full signature of the approving official

* The vendor's name/address must correspond exactly with the Purchase Order.

* Unit prices and total must match Purchase Order.

Alterations

An incorrect invoice should be returned to the vendor to be replaced with a correct invoice. If the vendor simply alters the invoice, it must be certified by signature of the vendor, representative or agent directly on the altered invoice. This alteration should be explained directly on the invoice and signed by the service employee approving the invoice for payment.

Variations

Variations between the amount shown on the procurement document and the invoice of $10.00 or less will be paid by the Finance Center without further justification. Variations of $10.01 to $100.00 may be approved by the warranted contracting officer that issued the procurement document. "Variance approved for payment" may be typed or stamped on the invoice. The contracting officer should sign, date and indicate warrant number on the invoice.

Specific Requirements

Purchase Order Form 3-2103

For ordinary purchases forward the proper invoice, TIDS and completed receiving report.

For partial payments forward the proper invoice and completed photocopy of the receiving report marked "partial payment".

For Blanket Purchase Agreement interim payments forward the proper invoice, TIDS with NEW document control number and completed copy of the receiving report marked "partial payment". The original BPA number must be placed on the Source Document No. block of the new TIDs.

For Blanket Purchase Agreement final payment forward the proper invoice, TIDS with NEW document control number and the completed pink copy of the receiving report marked "final payment". The original BPA number must be placed on the Source Document No. block of the new TIDS.

Purchase Order SF 44

If you are using the SF 44 as the "invoice", list all items purchased individually, along with quantity, unit price, and amount. If you will be submitting an invoice along with the SF 44, you only need to refer to the invoice number and total amount of the order. NOTE: If submitting an invoice with the purchase order, the invoice date must correspond with dates on the purchase order. Place the approval stamp on the SF 44 and complete as usual. Forward the white and pink copy of the SF 44 and the TIDS.

U. S. Government Bill of Lading, SF 1103, (GBL)
U. S. Government Transportation Request, SF 1169, (GTR)

The "bill charges to" block of the GBL and the GTR must contain the Service Finance Center address. A copy of the GBL or the buff copy of the GTR should be attached to a transaction input data sheet (TIDS) and sent to the Finance Center for obligation. The transportation company or airline will bill the Finance Center directly. If a GTR is issued to a travel agency, the travel agency must be on contract with GSA and listed in the Federal Travel Directory.

Other Transportation Costs

Invoices for transportation charges for goods from contract or other carriers under $100 for which a purchase order or GBL is NOT issued should be forwarded to the Service Finance Center with a TIDS and the completed approval stamp or paid with imprest funds.

Credits

Credits may be included in the original invoice. Credits may also be provided in a separate credit invoice. Credit invoices should be submitted with the original invoice. Include the completed approval for payment stamp on the credit invoice.

If the reason for the credit is not readily apparent from information on the invoice, provide a brief explanation.

Centralized Billings

Some chain or franchise vendors may have billings or invoices prepared and issued by a central office. Only the central billing should be forwarded to the Service Finance Center for payment.

Assignment of Claims

An assignment of claim occurs when a vendor's right to payment by the Government is given to a financial institution or other party.

Contact the Regional procurement office for guidance.

Lost Check Inquiries

If a vendor advises you that payment has not been received and yet the Finance Center indicates payment has been made, you can request a copy of the cancelled check. Please refer to the Management System Handbook, Section V (Lost Check Inquiries) for proper procedures to follow.

Discounts

Procurement personnel will immediately forward all invoices providing for cash discounts to the Service Finance Center to secure the discount. These invoices must be identified using a special tag or special attention mail envelope. The Service Finance Center will determine the amount of the discount and make payment accordingly.

BILLINGS FROM OTHER FEDERAL GOVERNMENT AGENCIES

General Services Administration
Office of Aircraft Service
Government Printing Office

These three Agencies utilize automatic systems to obtain payment from the Service. They are the Simplified Intergovernmental Billing and Collection System (SIBAC) and Online Payment and Collection System (OPAC).

When goods/services are procured from these agencies, certain forms are required. The Service's customer number, Billing Office Address Code (BOAC), or other number code is utilized to identify the Service's procuring office. These Agencies process documents through the Department of the Treasury identifying the Service as the payer. Treasury automatically transfers funds from the Service's account to the Agency. The Department of the Treasury will notify the Service Finance Center of the transfer and the Finance Center will in turn identify the organization to be charged. These charges will appear on monthly reports.

When goods/services are obtained from other than the three Federal agencies listed above, the other agency will:

1) Prepare and forward an SF 1081 Voucher and Schedule of Withdrawals and Credits to the procurement person. This document is equivalent to an invoice. The payment approval stamp is required on the document for the Service Finance Center to process payment.

NOTE: The interagency agreement and a TIDS are needed by the Service Finance Center for payment.

2) Process a financial document through the U.S. Department of The Treasury OPAC system which automatically transfers funds from the Service's account to the other agency. The Department of the Treasury will notify the Service Finance Center of the Transfer and the Finance Center will in turn identify the organization to be charged. These charges will appear on monthly reports.

It is important that interagency agreements identify the organization code, subactivity, and project code, if any, to be charged.

IRS FORM W-9

The Internal Revenue Code requires that form 1099 be issued to report payments of $600 or more in a calendar year, if the payment is for services rendered and made to persons, small businesses, partnerships, and any other entity that is not incorporated. However, payments of $600 or more made to physicians or other suppliers of health care services, including those that are incorporated must be reported. See Exhibit F1 at the end of this Section.

Payments for which a form 1099 is not required are:

Payments to corporations, except for medical services.
Payments for merchandise.
Payments for utilities.
Payments for telecommunication services.
Payments for rent made to a Real Estate Agent.

When procurements are made where an IRS form 1099 is required to be issued, an IRS Form W-9 must be prepared and forwarded with the procurement document to the vendor. The vendor must provide their Social Security Number or their IRS assigned Employer Identification Number, and full signature. The completed form will be returned to the procurement official for forwarding to the Service Finance Center with the approved invoice. The Finance Center will issue the IRS Form 1099. The W-9 with instructions can be obtained at your local IRS office. If the vendor does not furnish the completed W-9, provide a copy of the W-9 to the Service Finance Center with a note that the vendor has not furnished a completed W-9.

FEDERAL, STATE, AND LOCAL TAXES

FEDERAL EXCISE TAXES are levied by the Federal Government on certain transactions, goods and services. The payer of the tax generally passes the cost of the tax on to the ultimate retailer, who passes the cost of the tax on to the consumer. Federal excise tax on tires is a common tax the Federal Government pays as the purchaser and consumer of those goods.

The Federal Government pays all Federal excise taxes on transactions, goods or services except telecommunications. If you receive a telephone bill that includes federal excise tax, deduct the tax and approve payment for the net amount.

STATE AND LOCAL TAXES are levied on certain transactions, goods and services. The most common taxes we encounter are sales or gross receipts taxes.

If the tax is levied on the purchaser and the Federal Government is the purchaser then the tax is not payable by virtue of the Federal Government's constitutional immunity. (States or local governments cannot tax the United States.)

Most sales or gross receipts taxes are levied on the vendor of goods and services and the vendor simply passes the tax on to the purchaser as a cost of doing business.

Most small state and local tax statutes provide for exemption from such taxes when goods or services are sold to the Federal Government.

Procurement personnel are responsible to determine State or local taxes for which an exemption may be claimed.

Contact your State or local taxing authority for information regarding the Federal Government's exemption. If it is determined that the Federal Government is exempt, a Standard Form 1094, U.S. Tax Exemption Certificate will be issued if the tax is more than $10. Taxes of less than $10 shall be paid. A copy of this form and instruction for completion follow. See Exhibit F2.

EXHIBIT # F1

Form **W-9**
(Rev. December 1988)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give this form to the requester. Do NOT send to IRS.

Please print or type

Name (If joint names, list first and circle the name of the person or entity whose number you enter in Part I below. **See instructions under "Name" If your name has changed.**)

Address (number and street)

List account number(s) here (optional)

City, state, and ZIP code

Part I Taxpayer Identification Number

Enter your taxpayer identification number in the appropriate box. For individuals and sole proprietors, this is your social security number. For other entities, it is your employer identification number. If you do not have a number, see *How To Obtain a TIN*, below.

Note: *If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.*

Social security number

OR

Employer identification number

Part II For Payees Exempt From Backup Withholding (See Instructions)

Requester's name and address (optional)

Certification.—Under penalties of perjury, I certify that:

(1) The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**

(2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding (does not apply to real estate transactions, mortgage interest paid, the acquisition or abandonment of secured property, contributions to an individual retirement arrangement (IRA), and payments other than interest and dividends).

Certification Instructions.—You must cross out item (2) above if you have been notified by IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return. (Also see Signing the Certification under Specific Instructions, on page 2.)

Please Sign Here Signature ▶ Date ▶

Instructions

(Section references are to the Internal Revenue Code.)

Purpose of Form.—A person who is required to file an information return with IRS must obtain your correct taxpayer identification number (TIN) to report income paid to you, real estate transactions, mortgage interest you paid, the acquisition or abandonment of secured property, or contributions you made to an individual retirement arrangement (IRA). Use Form W-9 to furnish your correct TIN to the requester (the person asking you to furnish your TIN), and, when applicable, (1) to certify that the TIN you are furnishing is correct (or that you are waiting for a number to be issued), (2) to certify that you are not subject to backup withholding, and (3) to claim exemption from backup withholding if you are an exempt payee. Furnishing your correct TIN and making the appropriate certifications will prevent certain payments from being subject to the 20% backup withholding.

Note: *If a requester gives you a form other than a W-9 to request your TIN, you must use the requester's form.*

How To Obtain a TIN.—If you do not have a TIN, apply for one immediately. To apply, get **Form SS-5,** Application for a Social Security Number Card (for individuals) from your local office of the Social Security Administration, or **Form SS-4,** Application for Employer Identification Number (for businesses and all other entities), from your local Internal Revenue Service office.

To complete Form W-9 if you do not have a TIN, write "Applied For" in the space for the TIN in Part I, sign and date the form and give it to the requester. Generally, you will then have 60 days to obtain a TIN and furnish it to the requester. If the requester does not receive your TIN within 60 days, backup withholding, if applicable, will begin and continue until you furnish your TIN to the requester. For reportable interest or dividend payments, the payer must exercise one of the following options concerning backup withholding during this 60-day period. Under option (1), a payer must backup withhold on any withdrawals you make from your account after 7 business days after the requester receives this form back from you. Under option (2), the payer must backup withhold on any reportable interest or dividend payments made to your account, regardless of whether you make any withdrawals. The backup withholding under option (2) must begin no later than 7 business days after the requester receives this form back. Under option (2) the payer is required to refund the amounts withheld if your certified TIN is received within the 60-day period and you were not subject to backup withholding during that period.

Note: *Writing "Applied For" on the form means that you have already applied for a TIN* ***OR*** *that you intend to apply for one in the near future.*

As soon as you receive your TIN, complete another Form W-9, include your TIN, sign and date the form, and give it to the requester.

What Is Backup Withholding?—Persons making certain payments to you are required to withhold and pay to IRS 20% of such payments under certain conditions. This is called "backup withholding." Payments that could be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee compensation, and certain payments from fishing boat operators, but do not include real estate transactions.

If you give the requester your correct TIN, make the appropriate certifications, and report all your taxable interest and dividends on your tax return, your payments will not be subject to backup withholding. Payments you receive will be subject to backup withholding if:

(1) You do not furnish your TIN to the requester, or

(2) IRS notifies the requester that you furnished an incorrect TIN, or

(3) You are notified by IRS that you are subject to backup withholding because you failed to report all your interest and dividends on your tax return (for interest and dividend accounts only), or

(4) You fail to certify to the requester that you are not subject to backup withholding under (3) above (for interest and dividend accounts opened after 1983 only), or

(5) You fail to certify your TIN. This applies only to interest, dividend, broker, or barter exchange accounts opened after 1983, or broker accounts considered inactive in 1983.

For other payments, you are subject to backup withholding only if (1) or (2) above applies.

Certain payees and payments are exempt from backup withholding and information reporting. See *Payees and Payments Exempt From Backup Withholding*, below, and *Exempt Payees and Payments* under *Specific Instructions*, on page 2, if you are an exempt payee.

Payees and Payments Exempt From Backup Withholding.—The following is a list of payees exempt from backup withholding and for which no information reporting is required. For interest and dividends, all listed payees are exempt except item (9). For broker transactions, payees listed in (1) through (13), and a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker are exempt. Payments subject to reporting under sections 6041 and 6041A are generally exempt from backup withholding only if made to payees described in items (1) through (7), except that a corporation that provides medical and health care services or bills and collects payments for such services is not exempt from backup withholding or

information reporting. Only payees described in items (2) through (6) are exempt from backup withholding for barter exchange transactions, patronage dividends, and payments by certain fishing boat operators.

(1) A corporation.

(2) An organization exempt from tax under section 501(a), or an individual retirement plan (IRA), or a custodial account under 403(b)(7).

(3) The United States or any of its agencies or instrumentalities.

(4) A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities.

(5) A foreign government or any of its political subdivisions, agencies or instrumentalities.

(6) An international organization or any of its agencies or instrumentalities.

(7) A foreign central bank of issue.

(8) A dealer in securities or commodities required to register in the U.S. or a possession of the U.S.

(9) A futures commission merchant registered with the Commodity Futures Trading Commission.

(10) A real estate investment trust.

(11) An entity registered at all times during the tax year under the Investment Company Act of 1940.

(12) A common trust fund operated by a bank under section 584(a).

(13) A financial institution.

(14) A middleman known in the investment community as a nominee or listed in the most recent publication of the American Society of Corporate Secretaries, Inc., Nominee List.

(15) A trust exempt from tax under section 664 or described in section 4947.

Payments of **dividends** and **patronage dividends** generally not subject to backup withholding also include the following:

- Payments to nonresident aliens subject to withholding under section 1441.
- Payments to partnerships not engaged in a trade or business in the U.S. and that have at least one nonresident partner.
- Payments of patronage dividends not paid in money.
- Payments made by certain foreign organizations.

Payments of **interest** generally not subject to backup withholding include the following:

- Payments of interest on obligations issued by individuals. **Note:** *You may be subject to backup withholding if this interest is $600 or more and is paid in the course of the payer's trade or business and you have not provided your correct TIN to the payer.*
- Payments of tax-exempt interest (including exempt-interest dividends under section 852).
- Payments described in section 6049(b)(5) to nonresident aliens.
- Payments on tax-free covenant bonds under section 1451.
- Payments made by certain foreign organizations.
- Mortgage interest paid by you.

Payments that are not subject to information reporting are also not subject to backup withholding. For details, see sections 6041, 6041A(a), 6042, 6044, 6045, 6049, 6050A, and 6050N, and the regulations under such sections.

Penalties

Failure To Furnish TIN.—If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Failure To Include Certain Items on Your Tax Return.—If you fail to properly include on your tax return certain items reported to IRS, such failure will be treated as being due to negligence, and you will be subject to a penalty of 5% on any part of an underpayment of tax attributable to that failure unless there is clear and convincing evidence to the contrary.

Civil Penalty for False Information With Respect to Withholding.—If you make a false statement with no reasonable basis that results in no imposition of backup withholding, you are subject to a penalty of $500.

Criminal Penalty for Falsifying Information.—Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Specific Instructions

Name.—If you are an individual, generally provide the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage, without informing the Social Security Administration of the name change, please enter your first name and both the last name shown on your social security card and your new last name.

Signing the Certification.—

(1) Interest, Dividend, and Barter Exchange Accounts Opened Before 1984 and Broker Accounts That Were Considered Active During 1983.—You are not required to sign the certification; however, you may do so. You are required to provide your correct TIN.

(2) Interest, Dividend, Broker and Barter Exchange Accounts Opened After 1983 and Broker Accounts That Were Considered Inactive During 1983.—You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item (2) in the certification before signing the form.

(3) Real Estate Transactions.—You must sign the certification. You may cross out item (2) of the certification if you wish.

(4) Other Payments.—You are required to furnish your correct TIN, but you are not required to sign the certification unless you have been notified of an incorrect TIN. Other payments include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services, payments to a nonemployee for services (including attorney and accounting fees), and payments to certain fishing boat crew members.

(5) Mortgage Interest Paid by You, Acquisition or Abandonment of Secured Property, or IRA Contributions.—You are required to furnish your correct TIN, but you are not required to sign the certification.

(6) Exempt Payees and Payments.—If you are exempt from backup withholding, you should complete this form to avoid possible erroneous backup withholding. Enter your correct TIN in Part I, write "EXEMPT" in the block in Part II, sign and date the form. If you are a nonresident alien or foreign entity not subject to backup withholding, give the requester a completed **Form W-8,** Certificate of Foreign Status.

(7) TIN "Applied For."—Follow the instructions under *How To Obtain a TIN,* on page 1, sign and date this form.

Signature.—For a joint account, only the person whose TIN is shown in Part I should sign the form.

Privacy Act Notice.—Section 6109 requires you to furnish your correct taxpayer identification number (TIN) to persons who must file information returns with IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, or contributions you made to an individual retirement arrangement (IRA). IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 20% of taxable interest, dividend, and certain other payments to a payee who does not furnish a TIN to a payer. Certain penalties may also apply.

What Name and Number To Give the Requester

For this type of account:	Give the name and SOCIAL SECURITY number of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor[2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
5. Sole proprietorship	The owner[3]

For this type of account:	Give the name and EMPLOYER IDENTIFICATION number of:
6. A valid trust, estate, or pension trust	Legal entity (Do not furnish the identification number of the personal representative or trustee unless the legal entity itself is not designated in the account title.)[4]
7. Corporate	The corporation
8. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
9. Partnership	The partnership
10. A broker or registered nominee	The broker or nominee
11. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish.

[2] Circle the minor's name and furnish the minor's social security number.

[3] Show the name of the owner.

[4] List first and circle the name of the legal trust, estate, or pension trust.

Note: *If no name is circled when there is more than one name, the number will be considered to be that of the first name listed.*

EXHIBIT # F2

Standard Form 1094
7 GAO 4800
1094-105

U. S. TAX EXEMPTION CERTIFICATE

(See Instructions on reverse hereof)

F- 383302

U. S. .....
(Department, Bureau, or Establishment)

I certify that I have purchased for the exclusive use of the United States Government from

.....
(Name and local address of vendor—Street, city, and State)

delivered at ....
(City) (State)

INDICATE AMOUNT OF TAX		
KIND	INCLUDED	EXCLUDED
*State.....	$	$
*Local.....	$	$

(Use one block only, cancel others)

.....
(Description, quantity, and unit price)

which has (or have) been delivered, or which will be delivered and invoiced pursuant to purchase orders issued under contract No. ....., dated ....., and for which a tax exemption certificate has not heretofore been issued.

Date .... Vehicle License No. .....
(Signature and title of purchaser)

For VENDOR — To be filled in ONLY when a State or local tax is included in the purchase price.

Certified correct and just.

Name .....

By .....

Title .....

For ADMINISTRATIVE OFFICE

D. O. Symbol No. .....

Vou. No. ..... Period .....

*State and local taxes to be paid only when absolutely necessary to obtain commodity required.

18—74639-2

INSTRUCTIONS

1. This form will be used where a State or a local sales tax attaches at the time of sale to the consumer.
2. Using a separate certificate for each class of tax involved, the certificate will be issued to the vendor when the price paid is exclusive of the State or local tax, and will be retained by the purchaser when the price paid includes a State or local tax.
3. The serial number of each certificate prepared will be shown on the payment voucher.
4. If the space provided for showing the quantity, price, etc., of the articles purchased is not sufficient, a separate statement may be attached to the form.
5. When a certificate is used in connection with the purchase of gasoline or oil delivered into the fuel tank or crankcase of a motor vehicle, indicate the license plate number or other official vehicle designation in the space provided.
6. Exemption certificate will NOT be issued:
   (a) For items of subsistence expense when per diem in lieu of subsistence has been granted.
   (b) When using a personally owned motor vehicle for which a mileage allowance has been authorized.
   (c) For purchases for official purposes, when in official travel status, unless payment is actually made at the time of purchase.
   (d) If merchandise purchased is subject only to Federal tax.
   (e) Where the amount of the taxes on any one bill or purchase is $1 or less.

The fraudulent use of this certificate for the purpose of securing exemption from the payment or adjustment of taxes is prohibited.

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PART G

DISTINCTIVE ITEMS

DISTINCTIVE ITEMS REQUIRING SPECIAL HANDLING

A large number of products and services (office furniture and equipment, automatic data processing, and conference facilities) must be purchased through unique procedures or from special sources, or are otherwise subject to special handling requirements or restrictions. For quick reference, many items subject to Government-wide controls are listed alphabetically on the chart following, Distinctive Items Reference Chart. The chart provides references to regulations, Comptroller General decisions, and other documents that govern purchasing of these items.

Be sure to refer to other sections of this handbook to obtain more detailed instructions and to identify internal requirements pertaining to items other than those shown in the chart.

DISTINCTIVE ITEMS REFERENCE CHART

ADP EQUIPMENT, SERVICES AND SOFTWARE

See Restricted and Sensitive Items list, Part C, and obtain further information from your Regional Office.

AIRCRAFT

Contact the Office of Aircraft Services, P.O.Box 15428, Boise, ID 83715, commercial 208/334-9490, FTS 554-9490. OAS has a list of approved aircraft services by state.

AMMUNITION

See Restricted and Sensitive Item List, Part C.

AUDIO-VISUAL SERVICES

Includes motion pictures, slide shows, and video tape recordings. Obtain further information from your Regional Office.

BINOCULARS

See Restricted and Sensitive Item List, Part C.

BOATS (Motor driven)

See Restricted and Sensitive Items list, Part C, and obtain further information from your Regional Office.

BUSINESS CARDS

Business cards are considered personal use items. Government funds cannot be used to obtain them.

CALCULATORS

See Office Machines

CALENDARS

Must be ordered from General Services Administration (GSA) Federal Supply Service Stock Program, see Part D, Section 4 .

CAMERAS

See Part D, Section 5

CARPETING

See Restricted and Sensitive Item list, Part C, and obtain further information from your Regional Office.

CHEMICALS (Weed spraying)

Obtain further information from your Regional Office.

CONSTRUCTION

For construction under $2,000, see Part E. For construction over $2,000, obtain further information from your Regional Office.

COPYING MACHINES

See Restricted and Sensitive Items list, Part C, and obtain further information from your Regional Office.

CREDIT CARDS

Credit cards can be used to purchase service station gasoline, diesel, and other products. Request should be made to Regional Office for approval and assignment of credit cards.

DECALS

Obtain further information from your Regional Office.

DRAPERIES

See Restricted and Sensitive Items list, Part C, and obtain further information from your Regional Office.

EMPLOYEES, PURCHASE FROM

Contracts between the Government and its employees are subject to stringent regulations and may be entered into only when the needs of the Government cannot otherwise be met. See "Award to Government Employees" on page 66 of this Handbook and obtain further information from your Regional Office.

ENVELOPES

Printed envelopes are available through the Federal Supply Schedule (FSS) if minimums can be met. They can also be ordered through Government Printing Office (GPO).

Generic and plain envelopes can be obtained from the GSA Federal Supply Catalogue.

EQUIPMENT, HEAVY

Purchase of heavy equipment could exceed warrant authority, obtain further information from your Regional Office.

Rental of equipment with operator is considered a service, see Part E.

Rental of equipment without operator is considered a supply, see Part D.

EXCHANGE/SALE

See Trade-ins

FANS

The use of portable electric fans in Government-owned or leased buildings is prohibited (FPMR 101-20.116-3(d)).

FEDERAL SUPPLY SCHEDULES

See Part D, Section 5

FEED

See Part D

FILM PROCESSING MAILERS

Mailers that include the cost of film processing may not be purchased. This amounts to paying for a service in advance, which is prohibited by law.

FILING CABINETS

See Furniture

FIRE PROTECTION SERVICES

Obtain further information from your Regional Office.

FIREARMS

See Restricted and Sensitive Items list, Part C, and obtain further information from your Regional Office.

FORMS

Sources available for Government forms are:
- Regional Office
- GSA Catalog or Customer Supply Center
- Service Finance Center
- Bureau of Land Management

FUEL

Estimated annual requirements for bulk or drum deliveries of gasoline and other petroleum products must be submitted to the Defense Fuel Supply Center unless quantity falls below stated minimums as established by DFSC. If requirements are less than the minimum, proceed with small purchasing procedures outlined in Part E.

FURNITURE

See Restricted and Sensitive Items list, Part C, and obtain further information from your Regional Office.

GASOLINE

See Fuel

GOVERNMENT BILL OF LADING (GBL)

Guidance on preparation and processing of GBL's is contained in the "GSA Guide on How to Prepare and Process U.S. Government Bills of Lading." The Guide is available from GSA. Same day as shipment is made, station sends a TIDS and the yellow 1103A to the Service Finance Center. When filling out the GBL, please include the TIDS No. Also, block "Charges to be billed to:" should state U.S. Fish & Wildlife Service, Finance Center, Denver Federal Center, P.O.Box 25207, Denver, CO 80225. GBL's need to be used for amounts over $100 only. Amounts less than $100 may be paid from imprest or invoice/freight bill may be forwarded with a TIDS to Service Finance Center for payment (see Part F for payment).

GOVERNMENT PRINTING OFFICE (GPO)

All printing, binding and blank book work is controlled by the Joint Committee on Printing and the Government Printing Office (GPO). The Joint Committee publishes the Government Printing and Binding Regulations that can be obtained from the Superintendent of Documents, Government Printing Office, Washington, DC 20402. All acquisition of printing is governed by these regulations. Obtain further information from your Regional Office.

GPO is the source of supply for GPO-produced publications. Offices with requirements may establish a deposit account with GPO for purchasing Government publications.

GOVERNMENT TRANSPORTATION REQUEST (GTR)

Can be used for official personal transportation over $100 (see Part F for payment procedures).

GRASS SEED

See Part D

HEATER

The use of portable heaters in Government owned or leased buildings is prohibited (FPMR 101-20.116-3(d)).

INTERAGENCY AGREEMENTS/COOPERATIVE AGREEMENTS

Obtain further information from your Regional Office.

JANITORIAL SERVICES

See Services, Part E.

LETTERHEAD

Obtain further information from your Regional Office.

LICENSE PLATES FOR MOTOR VEHICLES

Request should be made to your Regional Office for license plates.

MICROWAVES

See Restricted and Sensitive Item List, Part C

MOTOR VEHICLES

See Vehicles

NATIONAL TECHNICAL INFORMATION SERVICE (NTIS)

Special deposit accounts may be established with the National Technical Information Service (NTIS). Use the Order Form NTIS-173 to order scientific and technical publications, NTIS, U.S. Department of Commerce, Springfield, VA 22161, 703/487-4650.

OFFICE OF AIRCRAFT SERVICES

See Aircraft

OFFICE MACHINES

Purchase of office machines, see Part D.

Maintenance of office machines, departmental studies and experience show that the servicing and maintenance of office machines is generally more economical on a per-call basis than on a service contract basis. Carefully consider the criteria listed in FPMR 101-25.106 before entering into a service contract. Be sure to use the warranty for covered repairs until the warranty period expires. Check FSS as agreements for many types of office equipment are included.

OFFICE SUPPLIES

See Part D

PERSONAL SERVICES

See Services

POST OFFICE BOXES

Post office boxes may be rented on an annual or quarterly basis. Advance payment may be made for the fiscal year or each quarter used as necessary. Payment can be made from imprest fund.

PROPANE

See Part D

PRINTING AND BINDING

See GPO

PUBLICATIONS

See NTIS and GPO

RADIOS

See Restricted and Sensitive Items list, Part C, and obtain further information from your Regional Office.

REFRESHMENTS

Purchase of coffee, tea or other refreshments for employees or others is prohibited.

RUBBER STAMPS

See Part D

SAFETY ARTICLES

See Part D

SERVICES

For services under $2,500 see Part E. For services over $2,500 obtain further information from your Regional Office.

SIGNS

Obtain further information from your Regional Office.

STATIONARY

See GPO

STENOGRAPHIC REPORTING SERVICE

Stenographic reporting services required for public hearings are available. Obtain further information from your Regional Office.

SUBSCRIPTIONS (Newspapers, magazines, etc.)

Subscriptions to newspapers, magazines, periodicals and other publications may be purchased if justifiable as a "necessary expense," according to Comptroller General decisions. Multi-year subscriptions, where appropriate, are encouraged and can be made in advance. Subscription should be issued to U.S.Fish and Wildlife Service and not to an individual.

TAX ON PURCHASES

Obtain further information from your Regional Office.

TIRES

See Part D

TRAINING

After yearly Training Plan is approved, complete SF 182, Training form. Part D of the completed Training form must be attached to obligation document and forwarded to the Finance Center. When training is finished, Part F of the Training form or the certification stamp added, completed and sent to Finance Center for payment.

TRAILERS

See Part D

TRADE-INS

Obtain further information from your Regional Office.

TYPEWRITERS

See Office Machines

UNIFORMS

There is a U.S.Fish & Wildlife Service contract. Contact the uniform representative in your Regional Office.

USED EQUIPMENT

Purchase of used equipment and materials may not be in the best interest of the Government. Contact your Regional CGS Office for information.

UTILITIES (Power, telephones, water, etc.)

Purchase Orders are not normally used in payment of utility bills to federally regulated vendors. Imprest funds can be used, see Part E. If imprest funds are not used, certify invoice, attach to obligation document and forward to Finance Center for payment.

VEHICLES, MOTOR

Purchase of motor vehicles are made by Regional Office consolidated orders to GSA. Vehicle specifications can be obtained from your Regional Office.

Rental of motor vehicles is to be made through GSA motor pool for short (i.e., travel status) and long term use. Contact your Regional Office for further information. If GSA motor vehicles are unavailable, see Part D.

Used equipment - Contact your Regional Office for further information.

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